



# Annex 1 – Multilateral framework cooperation agreement between deposit guarantee schemes and designated authorities in the European Union

**MULTILATERAL FRAMEWORK COOPERATION AGREEMENT BETWEEN DEPOSIT GUARANTEE SCHEMES AND DESIGNATED AUTHORITIES IN THE EUROPEAN UNION**



*The subscribing deposit guarantee schemes (DGSs) and, where appropriate, designated authorities of the Member States of the European Union,*

*Recognising the responsibility of DGSs to protect depositors, and their additional role in contributing to market confidence and financial stability,*

*Recognising the importance of cooperation between DGSs within the European Union, in particular, when deposit-taking business is carried out on a cross-border basis,*

*Having regard to the first subparagraph of Article 14(5) of Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (Directive 2014/49/EU), which establishes that ‘In order to facilitate an effective cooperation between DGSs, with particular regard to this Article and to Article 12, the DGSs or, where appropriate, the designated authorities, shall have written cooperation agreements in place. Such agreements shall take into account the requirements laid down in Article 4(9),’*

*Having regard to the second subparagraph of Article 14(5) of Directive 2014/49/EU, which establishes that ‘The designated authority shall notify EBA of the existence and the content of such agreements and EBA may issue opinions in accordance with Article 34 of Regulation (EU) No 1093/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Banking Authority), amending Decision No 716/2009/EC and repealing Commission Decision 2009/78/EC (Regulation (EU) 1093/2010). If designated authorities or DGSs cannot reach an agreement or if there is a dispute about the interpretation of an agreement, either party may refer the matter to EBA in accordance with Article 19 of Regulation (EU) 1093/2010 and EBA shall act in accordance with that Article’,*

*Conscious of the need to ensure a consistent application of Directive 2014/49/EU throughout the European Union and avoid the conclusion of a high number of overly complex bilateral agreements between deposit guarantee schemes,*

*Have agreed as follows*

<p><b>PART I</b> <b>GENERAL PROVISIONS</b></p>
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**Article 1**

**Objective of this Multilateral Framework Cooperation Agreement**

1. The objective of this Multilateral Framework Cooperation Agreement (the Agreement) is, in accordance with Article 14(5) of Directive 2014/49/EU, to facilitate an effective cooperation between DGSs and, where appropriate, the designated authorities, in the EU.
2. In particular, it specifies *ex ante* various aspects for repayment of depositors at branches, transfers of DGSs’ contributions and mutual lending between DGSs, which otherwise would have to be agreed upon very quickly at a time of stress which would divert DGSs’ attention and resources away from other difficult decisions.



## **Article 2**

### **Terms and definitions**

For the purposes of this Agreement, the terms and definitions contained in Directive 2014/49/EU shall apply. In addition, the following definitions shall apply:

1. 'Home DGS' means the DGS established in the Member State in which a Member Institution has been authorised pursuant to Article 8 of Directive 2013/36/EU.
2. 'Host Designated Authority' means the designated authority of the Member State where the Host DGS is established.
3. 'Host DGS' means the DGS established in the Member State in which territory a Member Institution, authorised in another Member State pursuant to Article 8 of Directive 2013/36/EU, has established a branch.
4. 'Member Institution' means a credit institution affiliated to a DGS.
5. 'Deposit guarantee scheme (DGS)' means a DGS introduced and officially recognised in a Member State of the European Union.
6. 'Single customer view (SCV)' means the file containing the individual depositor information necessary to prepare for a repayment of depositors, including the aggregate amount of eligible deposits of every depositor.

## **Article 3**

### **Parties to this Agreement**

1. This Agreement is agreed to by DGSs and, where appropriate, designated authorities, as defined in Article 2(1)(1) and (18) of Directive 2014/49/EU, respectively. The terms apply to and between all the DGSs and designated authorities who subscribe to this Agreement by signing a letter of adherence to it included in Appendix I, without any reservation, and sending it to the EBA.
2. The EBA shall not be considered a Party to this Agreement, and any provision thereof shall not create any legal obligations in respect of the EBA.
3. The list of DGSs and designated authorities subscribing to this Agreement will be available on the EBA's website.
4. Additional DGSs and designated authorities may subscribe to this Agreement from time to time. The EBA will keep that list updated.





<b>PART II</b> <b>REPAYMENT OF DEPOSITORS AT BRANCHES</b>
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**Article 4**  
**Applicability of Part II**

Part II shall apply bilaterally between a Home DGS and a Host DGS provided that a branch of a Home DGS's Member Institution has been established in the territory of the Member State of the Host DGS.

**Article 5**  
**Notification of unavailability of deposits**

1. Upon the Home DGS becoming aware that a relevant administrative authority has made a determination as referred to in point (8)(a) of Article 2(1) of Directive 2014/49/EU or a judicial authority has made a ruling as referred to in point (8)(b) of Article 2(1) of that Directive in respect of a DGS's Member Institution having branches in another Member State, the Home DGS shall immediately notify, by any available means, the Host DGS and, in addition, where the Host DGS is not the Host Designated Authority, the Host Designated Authority, that the unavailability of deposits has been determined and the identity of the affected Member Institution.
2. The notification shall also include:
  - a. general information about the Member Institution in relation to which the determination of unavailability of depositors or the ruling referred to in paragraph 1 has been made,
  - b. the currency of repayment,
  - c. an estimate of the magnitude of the amount of the expected payout, including the number of covered deposits and the number of eligible depositors in the branch, and
  - d. any other general information the Home DGS considers useful for the Host DGS in preparation for the payout.
3. As soon as the notification is received, the Host DGS shall start preparing for a payout, ahead of receiving all the necessary information and funds.
4. Promptly after receiving the notification of unavailability of deposits, the Host DGS shall provide the Home DGS with all the necessary information about the accounts to be used for the transfer of funds from the Home DGS to the Host DGS.
5. Such accounts and the transfer method used shall ensure the utmost security of the funds from the Home DGS to the Host DGS.



## **Article 6**

### **Instructions for repayment of depositors**

1. The Home DGS shall make every reasonable effort to provide the Host DGS with all necessary information on deposits and depositors in order to make a repayment to depositors on behalf of the Home DGS by no later than two working days of the Member State of the Home DGS prior to the end of the repayment period set out in accordance with the Home DGS's national legislation transposing Directive 2014/49/EU.

However, the home DGS may defer the transfer of information where, in spite of all reasonable efforts, the Home DGS is not able to comply with the deadline, due to the need to obtain additional information on deposits and depositors to calculate the repayment amount or the entitlement to the sum held in an account, or because its internal processes make it impossible to obtain the information within the deadline or to process the host depositors' information within the deadline without significantly delaying the process for domestic payout. In such instances, the Home DGS shall inform the Host DGS of the delay as soon as possible and bilaterally agree on a new estimated deadline, which shall be no later than the deadline for transferring the funds pursuant to Article 8(1).

2. For these purposes, the Home DGS shall obtain the SCV in line with domestic deadlines for receiving this information from its Member Institutions.
3. The Home DGS shall then process the SCV in order to provide the Host DGS with the relevant instructions for payment including:
  - a. the amounts to be paid out to each depositor;
  - b. all other information needed depending on the method of payout (for example, addresses of depositors or bank account numbers for electronic transfers).
4. The instructions for payment shall be provided in the format and with the content specified bilaterally between the Home and the Host DGS.
5. Where the Home DGS does not have all information needed depending on the method of payout of the Host DGS, the Home DGS shall request the Host DGS to collect the necessary additional information and, if needed, assist the Host DGS by transmitting any necessary information.
6. The Home and the Host DGS shall inform one another promptly of any updates to the data.

## **Article 7**

### **Repayment of depositors**

1. The Host DGS shall strive to ensure that the repayable amount is available to depositors as soon as possible, within three working days of the Member State of the host DGS after receiving all the necessary information, instructions for payment and funding from the Home DGS prior to payout.



The repayable amount shall be made available to depositors without a request to the Home or the Host DGS being necessary.

2. Following the initial payout, the Host DGS shall communicate to the Home DGS in a documented manner the results of the payout, including the distribution and making of payments to depositors, a report on any issues encountered with the payouts and an assessment of areas of the process and of the Agreement or its supplemental terms to be improved for the future.
3. The Host DGS shall regularly communicate to the Home DGS in a documented manner about progress in relation to further repayments made after the expiration of the deadline set out in paragraph 1.

### **Article 8 Advance of funds**

1. The Home DGS shall provide the Host DGS with the necessary funding prior to the payout no later than on the day when the repayable amount should be made available to domestic depositors after the determination of the unavailability of deposits in the Member Institution in accordance with the Home DGS's national legislation transposing the Directive 2014/49/EU.
2. The funds shall be provided in the currency of repayment pursuant to paragraphs 1 and 2 of Article 11. The Home DGS shall handle the necessary currency exchange and bear the necessary currency exchange costs.
3. Any funds advanced in excess to the Host DGS shall be refunded by it to the Home DGS no later than three working days of the Member State of the Host DGS after the finalisation of the payout.

### **Article 9 Partial payouts in the transitional period until 31 December 2023**

1. Where the Home DGS's deadline for making the repayable amount available is longer than seven working days, as allowed under Article 8(2) of Directive 2014/49/EU, the Host DGS shall inform the depositors, either directly or by advertising in the media, about the possibility of a payout of costs of living upon request.
2. The Host DGS shall, within one working day, notify the Home DGS of a depositor request for a cost of living payout. This notification shall include all relevant information, including:
  - a. the clear and complete identification of the depositor, including relevant account details;
  - b. the date of receiving the request by the Host DGS;



- c. the amount claimed (if applicable).
3. When a depositor requests a payout of a cost of living amount through a Host DGS, either directly to the Home DGS or to the Host DGS, the Home DGS shall strive to provide the Host DGS with all the necessary information and funds within five working days of the Member State of the Home DGS after receiving the request or being notified by the Host DGS, for the Host DGS to be able to ensure that depositors have access to the appropriate amount of their covered deposits to cover their costs of living while waiting for full payout, in accordance with the Home DGS's national law.
  4. Where the full payout is imminent, or where a partial payout would significantly delay the full payout process, the Home and the Host DGSs may agree to forgo partial payout in the interest of ensuring prompt full payout.

#### **Article 10**

##### **Treatment of temporary high balances**

1. The Host DGS shall assist the Home DGS with the handling of claims related to temporary high balances in its jurisdiction in the manner prescribed in this article.
2. Claims related to temporary high balances may be submitted either to the Host or to the Home DGS. Where the claim is submitted to the Host DGS, this DGS shall forward it to the Home DGS.
3. The Home DGS shall verify the claim. Upon request by the Home DGS, the Host DGS shall lend the necessary assistance, such as in dealing with the language or legal issues from the law applicable in the Host DGS's jurisdiction.
4. Upon verifying the claim, the Home DGS shall send the necessary instructions for repayment of depositors and funds, either as a package with other claims if done in a reasonable timeframe, or individually. For these purposes, Articles 6 and 8 shall apply accordingly.
5. Upon receiving the instructions for payment and the funds, the Host DGS shall repay the depositors. For this purpose, Article 7 shall apply accordingly.
6. For the purposes of this article, the Home DGS shall communicate to the Host DGS, at the time of the notification referred to in Article 5, any information on deadlines for accepting repayment claims, repayment period and coverage limit, regarding temporary high balances set out in the Home DGS's national legislation. The Host DGS shall communicate this information to the depositors.

#### **Article 11**

##### **Currency of repayment**

1. The repayments shall be made by the Host DGS in the currency determined by the Home DGS's national legislation and communicated by the Home to the Host DGS.



2. Where the law of the Home DGS allows choosing between several currencies of repayment, and where such choice includes the option to use the currency of the Host DGS's Member State, that option shall be used primarily. Where practical, and legally allowed, the Home and the Host DGS may bilaterally agree to make the repayable amount available in multiple currencies.
3. Where there is a need for a currency exchange, the rate to be applied shall be the spot rate published by the central bank of the Home DGS's Member State on the day of the determination of unavailability of deposits in a given Member Institution.

### **Article 12**

#### **Handling of correspondence and language used**

1. In accordance with Article 14(2) of Directive 2014/49/EU, the Host DGS shall handle communication with depositors at branches in the Host DGS's Member State, including informing depositors about the determination of the unavailability of deposits and the payout by the Host DGS on behalf of the Home DGS.
2. Where the Home DGS has the capability to effectively handle communication with depositors at branches in the Host DGS's Member State, including the capability to communicate in the official language or languages of the Host DGS's Member State, and upon the Home DGS's request to the Host DGS, depositors shall be explicitly offered the additional option to communicate directly with the Home DGS.
3. The language to be used in communicating with the depositors at the branch in the context of a repayment shall be the official language or languages of the Host DGS's Member State. However, this shall not preclude both Home and Host DGSs from answering correspondence addressed to them by depositors in the official language or languages of the Home DGS's Member State or another language where they have the capability to do so, or to communicate in those languages with depositors who have accepted to receive information in a given language.
4. The language to be used in all communication between the Home and the Host DGS shall be English, unless they bilaterally agree to use a different language.
5. The communication channels established to communicate with the depositors at branches, and between the Home and the Host DGS shall guarantee a sufficient level of confidentiality and security.

### **Article 13**

#### **Reimbursement of costs**

1. In accordance with Article 14(2) of Directive 2014/49/EU, the Home DGS shall compensate the costs incurred by the Host DGS attributable to the assistance provided to the Home DGS in accordance with Part II of this Agreement.



2. The types of costs referred to above shall include, but shall not be limited to, the costs incurred in performing the following tasks:
  - a. communication with depositors, including setting up the necessary infrastructure, hiring staff and media publications;
  - b. communication with the Home DGS, including providing feedback information about claims paid;
  - c. collection of additional information needed for the payout, including setting up the necessary infrastructure and hiring staff;
  - d. translation of documents;
  - e. acquisition of information;
  - f. transaction costs of payouts;
  - g. relevant legal costs.
3. Eligible costs incurred by the Host DGS shall meet the following criteria:
  - a. be necessary for carrying out the payout;
  - b. be actual costs, reasonable, justified and comply with the principle of sound financial management;
  - c. be identifiable, in particular be recorded in the accounting records of the host DGS and backed by effective supporting evidence.
4. The Home and the Host DGSs shall bilaterally agree on whether:
  - a. the Home DGS shall provide a lump sum amount, based on estimates, ahead of the Host DGS incurring costs followed by reconciliation of accounts; or
  - b. the Host DGS shall be reimbursed for costs incurred following the payout.
5. Where the Host DGS is reimbursed following the payout, reimbursement details, such as time to reimburse the costs or the applicable interest rate, shall be agreed upon between the Home and the Host DGS by no later than seven working days of the Member State of the host DGS after the initial payout.



#### **Article 14 Right to audit**

1. Subject to subsequent bilateral agreement between the Home and the Host DGS or, where relevant, the Home and the Host designated authorities, the DGSs shall have the right of audit of the other DGS's activities related to the payout according to the terms agreed to by both DGSs.
2. Such an audit may take the form of, for example, oversight, post-payout review, audit of costs and seconding staff during payout, and may be performed either on-site or remotely. In particular, the Home DGS may request the Host DGS to conduct an audit of the Host DGS's activities related to the payout paid for by the Home DGS.

#### **Article 15 Treatment of delays**

1. Any costs arising from delays in the Home DGS providing the Host DGS with the instructions for payment, the necessary information and the funds, shall be borne by the Home DGS, including where the delays impose operational costs on the Host DGS.
2. Where the delay is attributable to the Host DGS's actions, the Host DGS shall bear the costs arising from this delay.

#### **Article 16 Confidentiality and data protection**

In accordance with Article 14(4) in connection with Article 4(9) of Directive 2014/49/EU, the Home and the Host DGS shall ensure the confidentiality and the protection of the data pertaining to depositors' accounts. The processing of such data shall be carried out in accordance with Directive 95/46/EC.

#### **Article 17 Liability**

In accordance with Article 14(2) of Directive 2014/49/EU, the Host DGS shall not bear any liability with regard to acts undertaken in accordance with the instructions given the Home DGS.

#### **Article 18 Review of the arrangements to operationalise payouts**

The Home and the Host DGS may bilaterally agree that, on a case-by-case basis and no earlier than three months from the notification of unavailability of deposits, they will review the functioning and scope of the practical arrangements and infrastructure needed for proportionate, continued operationalisation of payouts by the host DGS in accordance with Part II of this Agreement, making the necessary adjustments to it.



<b>PART III</b> <b>TRANSFER OF DEPOSIT GUARANTEE SCHEMES' CONTRIBUTIONS</b>
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**Article 19**  
**Applicability of Part III**

Part III shall apply in relation to the transfer of DGS contributions between two DGSs, including cross-border and domestic transfers, where a Member Institution affiliated to one DGS ceases to be a member of such DGS (the Transferring DGS) in order to join another DGS (the Receiving DGS).

**Article 20**  
**Exchange of information**

1. Within one month of becoming aware of the intention of a Member Institution to cease to be a member of the Transferring DGS, the Transferring DGS shall notify such circumstance to the Receiving DGS, provided that the Transferring DGS knows the identity of the Receiving DGS.
2. Similarly, where a Member Institution communicates to the Receiving DGS its intention to become a Member Institution of that DGS, the Receiving DGS shall notify such circumstance to the Transferring DGS, provided that the Receiving DGS knows the identity of the Transferring DGS. Such information shall be provided by the Transferring DGS within one month of such a request.
3. The exchange of information referred to in paragraphs 1 and 2 shall take place in any event before the termination of participation of the Member Institution in the Transferring DGS takes effect and that Member Institution joins the Receiving DGS.
4. The information to be communicated referred to in paragraphs 1 and 2 shall include any information that the Transferring DGS and the Receiving DGS jointly consider as relevant, including, where available:
  - a. aggregate information on all the regular contributions (and related deposits) being transferred from the Transferring DGS to the Receiving DGS, including where relevant, aggregate information on deposit flows in the Member Institution for a period agreed to by both DGSs,
  - b. any audits, assessments and tests previously done on the capability of the institution to produce SCV files and other information previously requested by the Transferring DGS, particularly on the quality of data provided by the Member Institution,
  - c. any other relevant information, including information on near misses related to that Member Institution.
5. The Transferring DGS shall not be required to obtain new information for the purpose of transferring it to the Receiving DGS.



6. The Transferring DGS shall have the right to refuse to share information which, due to its sensitive nature, may not be shared under national or EU law.

### **Article 21**

#### **Execution of the transfer of contributions**

1. In accordance with Article 14(3) of Directive 2014/49/EU, the contributions paid during the 12 months preceding the end of the membership of a Member Institution, with the exception of the extraordinary contributions under Article 10(8) of that Directive, shall be transferred by the Transferring DGS to the Receiving DGS.
2. Where the Transferring DGS needs to collect additional funds, for example following a recent payout, to be transferred to the Receiving DGS, any costs of raising such funds shall be borne by the Transferring DGS.
3. The Receiving DGS shall provide the Transferring DGS with the account details and any other relevant information to allow the transfer of the funds. The chosen accounts, and funds transfer method, shall ensure utmost security of the funds and timeliness of the transfer.
4. The Transferring DGS shall transfer the funds in the currency in which the contributions had originally been provided to the Transferring DGS. The Receiving DGS shall bear the costs of any operations related to currency exchange operations.

### **Article 22**

#### **Treatment of payment commitments**

1. Where a member Institution ceases to be a member of the Transferring DGS and joins the Receiving DGS, the Transferring DGS shall ensure that the Member Institution's payment commitments to this DGS corresponding to the 12 months preceding the end of the membership in the Transferring DGS are transferred to the Receiving DGS either
  - by enforcing the payment commitments and transferring the proceeds to the Receiving DGS; or
  - by reassigning the payment commitments arrangements to the Receiving DGS in agreement with the latter and the Member Institution.
2. Within seven working days of first becoming aware of the intention of the Member Institution to cease its membership, the Transferring DGS, where relevant in agreement with the Member Institution, shall decide which of the two options to pursue and shall communicate its decision to the Receiving DGS.



3. Where the Transferring DGS decides to enforce the payment commitments and transfer the proceeds to the Receiving DGS, the provisions laid down in Article 21 on execution of the transfer of contributions shall apply.
4. Where the Transferring DGS decides not to enforce the payment commitments, the Transferring DGS shall engage with the Receiving DGS to establish whether the Receiving DGS is willing to accept the reassignment of the payment commitments. The reassignment shall take place only when both DGSs agree. Where the Receiving DGS refuses the reassignment, the Transferring DGS shall enforce the payment commitments and transfer the funds to the Receiving DGS.

### **Article 23**

#### **Timeline for transferring the contributions**

1. The transfer of contributions (whether funds or payment commitments) from the Transferring DGS to the Receiving DGS shall take place on the same day as the Member Institution leaving the Transferring DGS joins the Receiving DGS.
2. By way of exception to paragraph 1, where the Receiving DGS accepts to take the risk of accepting the new Member Institution without receiving the transfer on the same day, both DGSs shall bilaterally agree the deadline for the transfer.

### **Article 24**

#### **Language used**

The Transferring and the Receiving DGS shall communicate in English, unless they agree bilaterally to use another language for the transmission of information from one DGS to the other.

### **Article 25**

#### **Costs associated with the transfer of contributions**

1. Any costs associated with transferring the contributions from the Transferring DGS, and any other costs associated with the transfer, including translations of requested information, shall be borne by the Receiving DGS. However, where necessary, the costs of raising funds in the Transferring DGS shall be borne by the Transferring DGS.
2. Without prejudice to paragraph 1, any costs arising from delays in the provision of information or transfer of contributions in accordance with Part III of this Agreement shall be borne by the DGS which had to provide such information or funds.



<b>PART IV</b> <b>MUTUAL LENDING BETWEEN DEPOSIT GUARANTEE SCHEMES</b>
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**Article 26**  
**Applicability of Part IV**

Part IV shall apply to the borrowing between two DGSs provided that the national legislation transposing Directive 2014/49/EU in the jurisdiction of the DGS lending the funds (the Lending DGS) to the other DGS (the Borrowing DGS) allows for such possibility and the conditions referred to in Article 12(1) of Directive 2014/49/EU have been met.

**Article 27**  
**Procedure for the instrumentation of the borrowing**

1. Where the Lending and the Borrowing DGSs intend to lend to one another, the Borrowing DGS shall send to the Lending DGS a loan request. The request shall include the following:
  - a. the amount of money requested;
  - b. a statement indicating that the Borrowing DGS is not able to fulfil its obligations under Article 9(1) of Directive 2014/49/EU because of a lack of available financial means as referred to in Article 10 of that Directive;
  - c. a statement indicating that the Borrowing DGS has made recourse to extraordinary contributions referred to in Article 10(8) of Directive 2014/49/EU;
  - d. a legal commitment that the borrowed funds will be used in order to pay claims under Article 9(1) of Directive 2014/49/EU;
  - e. a statement indicating that the Borrowing DGS is not currently subject to an obligation to repay a loan to other DGSs under Article 12 of Directive 2014/49/EU;
  - f. a statement indicating that the total amount requested does not exceed 0.5% of covered deposits of the Borrowing DGS.
2. The Lending DGS shall communicate its decision to the Borrowing DGS as soon as possible and in any event within seven working days of the Member State of the Lending DGS from the date of the loan request.
3. Within five working days of the Member State of the Receiving DGS receiving the communication from the Lending DGS, the Lending DGS and the Borrowing DGS shall formalise such a lending agreement.



<b>PART V</b> <b>FINAL PROVISIONS</b>
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**Article 28**  
**Relevant contact details**

The DGSs and the designated authorities shall nominate contact details of persons who represent them in the activities covered by the present Agreement, including email addresses and phone numbers, and communicate them to the EBA. A list with the details of the contact persons will be kept by the EBA.

**Article 29**  
**Supplemental terms**

1. The provisions of this Agreement shall not preclude the Parties from entering into bilateral (or multilateral) agreements to provide further practical or detailed implementation of the terms of this Agreement.
2. In the event of any contradiction or inconsistency between the terms of those supplemental terms and the terms of this Agreement, the provisions of this Agreement shall prevail.

**Article 30**  
**Amendment procedure**

1. This Agreement may be amended in accordance with the following procedure.
2. Any Party may propose an amendment to this Agreement.
3. Any Party proposing an amendment of this Agreement shall notify the EBA of its proposal.
4. The EBA will notify the other Parties to this Agreement of the amendments proposed by any Party to this Agreement.
5. An amendment shall enter into force 30 days after the date on which the EBA has received the last written notification from the Parties confirming their acceptance to the proposed amendments.
6. This Agreement shall be subject to a joint examination by all the Parties to this Agreement following changes in the EU regulatory framework, including guidelines issued by the EBA in accordance with Article 16 of Regulation (EU) 1093/2010.



### **Article 31**

#### **Settlement of disputes**

In accordance with Article 14(5) of Directive 2014/49/EU, any Party may refer any dispute about the interpretation of this Agreement to the EBA in accordance with Article 19 of Regulation (EU) No 1093/2010.

### **Article 32**

#### **Entry into force and withdrawal**

1. This Agreement shall enter into force on the 08/01/2017 provided that at least three DGSs have subscribed to it in accordance with Article 3.
2. Any Party may at any time withdraw from this Agreement by sending written notification thereof to the EBA at least one month in advance, specifying the effective date of its withdrawal. Withdrawal from this Agreement shall not affect its application among the remaining Parties.

### **Article 33**

#### **New subscribing DGSs or designated authorities**

New DGSs or designated authorities may become Parties to this Agreement by signing the letter of adherence to this Agreement included in Appendix I, without any reservation, and sending it to the EBA.

### **Article 34**

#### **Confidentiality**

Without prejudice to the information to be provided to the relevant Member Institution for the purposes of this Agreement, the Parties to this Agreement shall maintain the confidentiality of all information exchanged in connection with this Agreement and shall not disclose it to third parties without obtaining the prior consent of the Party that provided the information. This article shall not prevent the Parties to this Agreement from sharing such information where permitted by applicable legislation or required by competent, designated or resolution authorities, the EBA and other relevant administrative authorities having jurisdiction over them.

### **Article 35**

#### **Working language**

The working language of this Agreement shall be English. Where necessary, each Party is responsible for translation into its own language.

### **Article 36**

#### **Publication of the Agreement**

All Parties to this Agreement shall publish this Agreement on their respective websites. The EBA will also publish this Agreement and any amendments thereof on its website.

#### **Appendix I**

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**LETTER OF ADHERENCE TO THE MULTILATERAL FRAMEWORK COOPERATION AGREEMENT  
BETWEEN DEPOSIT GUARANTEE SCHEMES AND DESIGNATED AUTHORITIES IN THE EUROPEAN  
UNION**

To the European Banking Authority

[Date]

[Name of subscribing deposit guarantee scheme or designated authority]

[Address]

Reference is made to the Multilateral Framework Cooperation Agreement (the Agreement) between deposit guarantee schemes and designated authorities in the European Union whose terms and conditions have been established in the Annex 1 to the EBA Guidelines on cooperation agreements between deposit guarantee schemes under Directive 2014/49/EU.

The [insert name of subscribing deposit guarantee scheme or designated authority] hereby agrees to the terms of the Agreement as a Party thereof.

This Letter of Adherence shall become effective and the [insert name of subscribing deposit guarantee scheme or designated authority] shall become a Party to the Agreement as of the date of signature of this Letter of Adherence by the European Banking Authority in acknowledgment on this Letter of Adherence.

Sincerely yours,

[Name of the subscribing deposit guarantee scheme or designated authority]

\_\_\_\_\_  
[Name]

[Title]

Date: \_\_\_\_\_

Acknowledged:  
European Banking Authority

\_\_\_\_\_  
[Name]

[Title]

Date: \_\_\_\_\_