

# **SPECIAL TERMS AND CONDITIONS**

## **OF THE DEUTSCHE BUNDESBANK FOR SUBMITTING CREDIT CLAIMS AS ELIGIBLE ASSETS IN MACCs**

### **MACCs-Terms and Conditions**

*(previously: Special Terms and Conditions of the Deutschen Bundesbank  
for submitting credit claims as eligible assets in KEV -  
KEV-Terms and Conditions)*

**(Version: August 2020)**

### **General provisions**

#### **1 Substance and function**

(1) The following special terms and conditions govern the technical details between the Deutsche Bundesbank (hereinafter “the Bank”) and its monetary policy counterparties (hereinafter “participants”) pursuant to section V No 1 of the General Terms and Conditions of the Deutsche Bundesbank (hereinafter “AGB/BBk”) regarding the submission and administration of credit claims pursuant to section V No 10 of the AGB/BBk. These credit claims are governed by German law and are submitted as collateral for monetary policy operations pursuant to section V of the AGB/BBk using the IT application MACCs (Mobilisation and Administration of Credit claims). Further technical details regarding the use of MACCs can be found in the MACCs documentation („MACCs Mobilisation and Administration of Credit Claims Documentation“), which is a component of these special terms and conditions. In case of doubt, these terms and conditions shall prevail over the MACCs documentation

(2) The special terms and conditions supplement the latest version of the AGB/BBk. Unless otherwise stipulated in these terms and conditions, the AGB/BBk apply.

(3) Furthermore, when credit claims are submitted as collateral in MACCs, the latest version of the following terms and conditions applies.

- The General Terms and Conditions for the Bundesbank ExtraNet (General Terms and Conditions for ExtraNet) including the Bundesbank ExtraNet documentation. These apply to access to MACCs via ExtraNet unless otherwise stipulated in these special terms and conditions.

- Special Terms and Conditions for assessing the credit risk of assets that are not published by the ECB in the list of collateral pursuant to section V No 3 (1) of the General Terms and Conditions of the Deutsche Bundesbank (“Creditworthiness Conditions”, “Bonitäts-Bedingungen”).

## **2 Participation criteria, application to participate**

- (1) Applications to participate in MACCs are to be submitted to the Bank in writing on a Bank form<sup>1</sup> duly signed by the counterparty .
- (2) Applications to participate in MACCs may also be submitted by foreign credit institutions established in the euro area in order to submit and manage credit claims governed by German law using the Bank as Correspondent Central Bank. In this case, these special terms and conditions and other terms and conditions referred to therein apply analogously as part of the General Terms and Conditions of the Home Central Bank of the foreign participant. For all other issues, the General Terms and Conditions of the Home Central Bank apply.
- (3) Each participant must see to it that the technical requirements specified in the MACCs documentation are fulfilled in order to ensure that participation is trouble-free.
- (4) A prior test is required for participation in MACCs. The participant and the Bank agree upon the test schedule bilaterally.
- (5) The standard language for participation in the MACCs application is German; the language for the standard process of transmitting submission data and return data regarding the administration of credit claims via the MACCs application may in accordance with subsection (2), at a foreign participant’s request, be English.

## **3 Access routes**

- (1) MACCs is normally accessed via the Bank’s ExtraNet. The General Terms and Conditions for ExtraNet apply unless otherwise stipulated in No 5 of these Special Terms and Conditions. Technical specifications are described in the MACCs documentation and the ExtraNet documentation.
- (2) There are two standard channels for accessing MACCs via the ExtraNet.
  - (a) In the online procedure, generally, the credit claim data are recorded interactively by staff members of the participant according to the dual control principle on

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<sup>1</sup> All the necessary forms are available as download from the Deutsche Bundesbank’s website ([www.bundesbank.de](http://www.bundesbank.de)) under “Service/Services for banks and companies/MACCs/Customer information/Forms”.

the participant's client and submitted to the Bank for each credit claim. The participant may renounce of the dual control principle.

(b) In the file transfer procedure, the credit claim data are compiled by the participant in the XML data format and transferred in bulk to the Bank. The Bank provides the XML templates to be applied (including the XSD schemes (XML scheme definition), as well as a detailed explanation in the MACCs documentation (section "File transfer user handbook") and the MACCs specific document "Erläuterungen zu den Dateien im File-Transfer".

(3) The range of functions in MACCs that is available to the participant depends on the access channel (online or file transfer procedure), the assigned roles and the selected credit risk assessment systems pursuant to No 5 of the Creditworthiness Conditions.

## **4 Disruptions in access to MACCs**

(1) If a participant is not able to access MACCs via the ExtraNet or experiences functional disruptions to the ongoing operation of MACCs, the backup guidelines (see documentation MACCs: section "Backup procedure user handbook") are to be followed. The participant must inform the Bank immediately by telephone (phone +49 69 2388 1470).

(2) As a backup procedure, it can be agreed that the participant shall e-mail submissions, updates and returns of credit claims, as well as updates of credit risk assessments with the relevant backup form<sup>2</sup> to the Bank ([maccs@bundesbank.de](mailto:maccs@bundesbank.de)), until the disruption has been repaired (if not possible by e-mail, alternatively by fax (No. 069-2388-1460)). The participant must inform the Bank immediately when the disruption comes to an end.

As long as the backup procedure for online participants is activated, submissions of new debtors shall only be possible upon prior consultation with the MACCs customer service team.

(3) Participants in the file transfer procedure are to use the transmission of the relevant XML file by e-mail ([maccs@bundesbank.de](mailto:maccs@bundesbank.de)) as a backup in the event of functional disruptions to file transfer. If the XML file cannot be transmitted by email, the online procedure must be used as backup. For the rest, subsection (2) applies.

## **5 Access to MACCs via the ExtraNet**

(1) The Bank carries out those measures described in the General Terms and Conditions for ExtraNet (section 2 "User security measures") to guard against unauthorised access and for identifying the participant; the Bank has no further commitment. The participant shall be

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<sup>2</sup> All the necessary backup forms are available as download from the Deutsche Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)) under Service/ Banks and companies/ MACCs/ Customer information/ Submission path/ Backup procedure".

held responsible for the consequences of unauthorised data transmission if the Bank has applied the measures set out under Sentence 1 of this paragraph and, inspite of their application, the unauthorised date transmission could not be prevented. Further details may be found under item 2 of the General Terms and Conditions for ExtraNet.

(2) The participant shall register employees by submitting registration form to the Bank duly signed by the participant. The original can be submitted to the bank by post or by sending the scanned form in the pdf format via e-mail to maccs@bundesbank.de. By derogation from item 3 (3) of the General Terms and Conditions for ExtraNet, the participant in the MACCs procedure is not permitted to assign the user IDs and passwords assigned to him or her pursuant to item 2 (1) of the General Terms and Conditions for ExtraNet to multiple authorised employees as a group (functional user). Accordingly, all provisions in the General Terms and Conditions for ExtraNet relating to functional users are shall not apply.

(3) If the participant has assigned a user ID and password to a staff member and this staff member leaves his or her employment or is no longer active in the MACCs unit, the participant shall, according to item 3 (6) indent 1 of the General Terms and Conditions for ExtraNet, always delete the staff member's authorisation immediately as described in the ExtraNet documentation and, if required, apply for new authorisations. Item 3 (6) indent 2 of the General Terms and Conditions for ExtraNet does not apply

(4) By derogation from chapter 3.3 of the ExtraNet documentation, the participant is not permitted to change the first name and last name of an authorised staff member. The change of a user's last name is only permitted on legal grounds (i.e. such as name change in case of marriage). The user ID and/or password assigned to a staff member may not be transferred to another staff member.

(5) The Bank is entitled to assume that all legal declarations and other legally significant acts which have been submitted or undertaken by using the security features pursuant to item 2 (1) of the General Terms and Conditions for ExtraNet have been submitted or undertaken by duly authorised personnel acting on behalf of the participant. In case of unauthorized use of the security features in the participant's areas of responsibility, item 5 (1) [above] shall apply *mutatis mutandis*.

(6) The participant shall assign the MACCs role "user manager" at least to one staff member. Periodically, the user manager(s) of each participant keeping a collateral account with the Bank are invited via e-mail to verify all MACCs authorisations assigned to the participant's staff members.

## **6 Operating and submission hours**

(1) MACCs is available to all participants from 8.00 to 18.00 Frankfurt local time on each TARGET2 business day.

(2) Submissions, updates and returns of credit claims, as well as updates of credit risk assessments received in MACCs by 11.00 are processed on the same day. Orders received after 11.00 are processed on the next business day at the latest. The precondition for this is that all mandatory information for assessing the eligibility of the credit claim is available to the Bank.

(3) If processing is not completed within the time frame specified in section 1 for good cause, the Bank will inform the participant of this separately. The Bank is under no further obligations.

## **7 Fees and costs**

(1) The Bank does not levy any fees for collateralisation through credit claims in MACCs. If credit claims are used on a cross border basis, the exceptions pursuant to section V No 13 (4) of the AGB/BBK apply.

(2) The participant must cover his or her own costs. This also applies to possible implementation routines between his or her internal data base and the XML data record for the use of the file transfer procedure.

## **8 Submission and administration of credit claims**

(1) Credit claims can only be submitted if the concerned debtor has already been entered into the MACCs system (regarding the submission of new debtors see documentation MACCs: section Online procedure user handbook and File-Transfer user handbook). The credit claim data required in accordance with the MACCs documentation are to be recorded online in MACCs by the participant according to (or even without the observance of) the dual control principle or to be submitted to the Bank using the file transfer procedure. Credit claims in respect of which a borrower's note has been issued (credit claims against borrowers' notes or "Schuldscheindarlehen") and credit claims with joint and several liability have to be recorded as such. Upon submission of the credit claim joint and several debtors (if existing) that are liable for the whole credit claim in addition to the debtor are to be identified as "joint and several debtors" under specification of their debtor ID. In addition, credit claims are to be marked if the loans are syndicated and/or loan security belongs. Where ECAI or IRB rating systems are used, the Bank is to be provided with the current credit assessment of the debtor or guarantor when submitting the debtor) or when submitting the credit claim. Incomplete information results in rejections.

The submission of jointly and severally liable debtors is carried out in the same electronic way via MACCs as if those debtors were submitted on an individual basis. Once the reference data of each debtor has been recorded in MACCs, the participant will be informed about the debtor ID of each e joint and several debtor.

(2) The date of the disbursement of loan capital can differ from the submission date of a credit claim; but it may not be in the future. In the case of credit claims against borrowers' notes, the date of the disbursement must also be entered into MACCs, whilst the date of a (possible) purchase of such credit claim by the participant shall not be entered into MACCs.

(3) Any change to credit claim data must be recorded immediately in MACCs; this includes in particular a change in the nominal amount (in particular, redemptions and partial redemptions), in the maturity date (also in case of premature termination of the loan contract by the debtor) and the type of interest payment or in the credit assessment of the debtor or guarantor when using IRB rating systems.

(4) If a credit claim is completely booked out, the participant has to distinguish between an update and a return.

(a) An update "Decreasing the credit claim amount to zero" is to be carried out when a credit claim is fully repaid before maturity. The update has to be submitted into the MACCs system on the following business day at the latest.

(b) A credit claim is to be returned if an existing credit claim assigned as collateral is to be released pursuant to section V No 11 (6) of the AGB/BBk.

(5) Credit claims, which are not or no longer eligible or may not or not anymore be used by the participant pursuant to section V No 3 of the AGB/BBk will have a collateral value of "zero". The participant will be informed of this measure via a message into his ExtraNet mailbox and has to initiate a return of the credit claim that is no longer eligible in line with section V No 3 (2) last sentence and No 3 (7) AGB / BBk.

(6) If a credit claim is taken back or returned, it is only booked out if this does not lead to undercollateralisation of the participant at the Bank.

## **Final provisions**

### **9 Amendments to the MACCs-terms and conditions**

Amendments to these Special Terms and Conditions shall be announced to participants in circulars. Unless other arrangements are agreed in specific cases, they shall be deemed to be agreed four weeks after the sending of the circular. The circular may also be sent electronically.

## **10 Non-compliance with the MACCs-terms and conditions**

Any detrimental consequences resulting from a participant's failure to comply with these Special Terms and Conditions shall be borne by the participant irrespective of whether an objection has been expressly made.

## **11 Liability**

The Bank's liability is covered by the General Terms and Conditions of the Deutsche Bundesbank, section I No 12 et seq, provided the present terms and conditions do not state otherwise. The Bank's liability regarding access to MACCs via the ExtraNet is covered by item 8 of the General Terms and Conditions for ExtraNet.

## **12 Applicable law, place of jurisdiction, partial invalidity**

These Terms and Conditions and the legal relationships between the Bank and the MACCs participants shall be governed by German law.

The sole place of jurisdiction for disputes arising between the Bank and the participants in connection with participation in MACCs shall be Frankfurt am Main.

If a provision laid down in these Special Terms and Conditions is or becomes invalid, this shall be without prejudice to the validity of all other provisions or agreements.