

**MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF
CERTAIN CONFIDENTIAL STATISTICAL INFORMATION BETWEEN THE
EUROPEAN CENTRAL BANK AND THE SINGLE RESOLUTION BOARD**

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Memorandum of Understanding on the exchange of certain confidential statistical information between the European Central Bank and the Single Resolution Board

This Memorandum of Understanding (MoU) is made between:

The **European Central Bank (ECB)**, with its headquarters at Sonnemannstrasse 20, 60314 Frankfurt am Main, Germany

AND

The **Single Resolution Board (SRB)**, with its headquarters at Treurenberg 22, 1049 Brussels, Belgium
hereinafter jointly the '**Parties**' and each of them, individually, a '**Party**'.

WHEREAS:

1. The ECB collects the necessary statistical information to undertake its tasks in accordance with Article 5 of the Statute of the European System of Central Banks and of the European Central Bank¹ (hereinafter the 'Statute'). Article 8 of Council Regulation (EC) No 2533/98 of 23 November 1998 concerning the collection of statistical information by the European Central Bank² (hereinafter 'C.R. (EC) No 2533/98') sets out the rules for the protection and use of confidential statistical information collected by the ECB in order to fulfil its tasks.
2. The SRB fulfils the tasks of a resolution authority as part of the Single Resolution Mechanism (SRM) in accordance with Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a SRM and a Single Resolution Fund and amending

¹ OJ C 202, 7.6.2016, p. 230–250.

² OJ L 318, 27.11.1998, p.8-19.

Regulation (EU) No 1093/2010³ (hereinafter the 'SRM Regulation'). The main objectives of the SRM are to ensure effective and uniform resolution rules and equal conditions of resolution financing across participating Member States under a centralised power of resolution.

3. Article 30(2) and (7) of the SRM Regulation defines the general terms for the SRB and the ECB to cooperate in the performance of their respective tasks under Union law. In that context, the ECB in its supervisory function and the SRB concluded a memorandum of understanding on cooperation and information exchange on 22 December 2015, which was revised on 30 May 2018 and 16 December 2022⁴. However, the scope of cooperation (including information exchange) set out in that memorandum of understanding only relates on the ECB side to the exchange of information that the ECB collects in exercise of its conferred prudential supervisory competence and does not cover the exchange of statistical information collected by the ECB pursuant to Article 5 of the Statute.
4. To ensure the smooth functioning of the SRM, it is important that the SRB and the ECB cooperate closely and exchange all information necessary for the performance of the SRB statutory tasks subject to the ECB legal framework for the exchange of confidential statistical information ('CSI') with non-ESCB members. In this context, the ECB and the SRB should closely cooperate to avoid an excessive reporting burden on reporting agents, in particular, to avoid unnecessary duplication in the collection of data. Pursuant to Article 8(4a) of C.R. (EC) No 2533/98, the ECB may transmit CSI to the SRB, to the extent and at the level of detail necessary for the performance of its statutory tasks provided that the SRB takes all the necessary measures to ensure the physical and logical protection of such information in accordance with the ECB-indicated rules and regulations.
5. The SRB has identified the need to access CSI collected by the ECB to undertake its statutory tasks, both in the resolution planning phase and in the crisis management phase, including (non-exhaustive list): i) the performance of public interest assessments ('PIA') pursuant to Article 18(1)(c) of the SRM Regulation and Article 23(3) and 24 of Commission Delegated Regulation (EU) No 2016/1075⁵; ii) the identification of the preferred resolution strategy ('PRS') and its variant strategies and the feasibility and credibility assessment of those strategies pursuant to Articles 8(9)(j) of the SRM Regulation and Section I of Chapter II of Commission Delegated Regulation (EU) No 2016/1075; iii) the application of

³ OJ L 225, 30.7.2014, p. 1–90.

⁴ https://www.srb.europa.eu/system/files/media/document/ECB-SRB_MoU2022_final.pdfhttps://www.srb.europa.eu/system/files/media/document/mou_with_the_single_resolution_board_on_cooperation_and_information_exchange_2018_.pdf

⁵ Commission Delegated Regulation (EU) 2016/1075 of 23 March 2016 supplementing Directive 2014/59/EU of the European Parliament and of the Council with regard to regulatory technical standards specifying the content of recovery plans, resolution plans and group resolution plans, the minimum criteria that the competent authority is to assess as regards recovery plans and group recovery plans, the conditions for group financial support, the requirements for independent valuers, the contractual recognition of write-down and conversion powers, the procedures and contents of notification requirements and of notice of suspension and the operational functioning of the resolution colleges, (OJ L 184, 8.7.2016, p. 1–71)

write-down and conversion of capital instruments and eligible liabilities pursuant to Article 21 of the SRM Regulation or the application of bail-in tools including the exclusion of certain liabilities from application of bail-in pursuant to Article 27(5) of the SRM Regulation; iv) valuation purposes pursuant to Article 20 of the SRM Regulation and taking resolution action in accordance with Article 18 of the SRM Regulation; v) the performance of on-site inspections pursuant to Article 36 of the SRM Regulation, and vi) the operationalisation and possible use of the Single Resolution Fund pursuant to Chapter II of the SRM Regulation, including related valuations.

6. When performing its statutory tasks, the SRM Regulation requires the SRB to cooperate with other parties at different levels of resolution planning, preparation for resolution and in the process of application of resolution tools and powers. In view of this need for cooperation, the ECB recognises that for the SRB to be able to perform its statutory tasks and those of authorities and bodies participating in the processes required by the SRM Regulation, the SRB needs to share CSI products with other legitimate parties. For the first onward transmission by the SRB of CSI products to another legitimate party, the SRB undertakes to establish measures to protect the CSI received from the ECB as agreed by the Parties for the purpose of this MoU.
7. As an intermediate step in the process of supporting the SRB with CSI for the performance of its tasks, the need may arise for the SRB to transmit to the ECB, prior to the exchange of the ECB datasets with CSI to the SRB, SRB Confidential Data. In such a case, the SRB will transmit it to the extent and at the level of detail necessary for the above intermediate step. The ECB will take all the necessary measures to ensure the physical and logical protection of the SRB Confidential Data and will use it only for the purpose of the above intermediate step.
8. The Parties have each taken all the necessary regulatory, administrative, technical, and organisational measures to ensure the physical and logical protection of their respective confidential data. The SRB is to document the aforementioned measures and share them with the ECB, in advance of the first transmission of the CSI by the ECB.
9. In order to formalise the exchange of CSI and related SRB Confidential Data between the ECB and the SRB, the Parties wish to sign this MoU, which provides the general framework for such an exchange.
10. The Parties also wish to define the conditions for the implementation of this MoU as set out in the Annexes. This MoU includes two Annexes, one on the transmission of securities' datasets (Securities Holdings Statistics – SHS, and reference securities data from the Centralised Securities Database - CSDB) and another one on the transmission of the Analytical Credit dataset (AnaCredit), all with CSI. Further individual Annexes will be developed for each of the other ECB datasets with CSI to be transmitted to the SRB. The individual Annexes, which will provide the basis for the transmission of

ECB datasets with CSI from the ECB to the SRB, need the prior approval by the ECB Governing Council of the SRB's 'need to know' such information to the extent and at the level of detail necessary for the performance of SRB statutory tasks as provided in Article 8 of C.R. (EC) No 2533/98. These Annexes shall also include a description of any SRB Confidential Data to be transmitted to the ECB prior to the exchange of the corresponding ECB dataset with CSI. These Annexes should also include any other elements relating to the transmission of ECB datasets with CSI by the ECB to the SRB, including the procedure and/or frequency of the transmissions.

11. The ECB does not charge for the usage of statistical information collected under Article 5 of the Treaty and C.R. (EC) No 2533/98. Accordingly, the SRB is not charged for the usage of CSI transmitted by the ECB. Reciprocally, the ECB is not charged for the usage of SRB Confidential Data for the preparation of ECB datasets with CSI appropriate for the SRB needs. The ECB will equally not charge the SRB for any cost incurred to operate the relevant statistical systems nor to carry out the transmission of ECB datasets with CSI to the SRB.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

Paragraph 1

Purpose

The purpose of this MoU is to establish the general conditions for the exchange of CSI and SRB Confidential Data between the ECB and the SRB, to assist in the efficient, effective, and timely performance of the SRB Statutory tasks.

Paragraph 2

Definitions

The terms used in this MoU have the following meanings:

- (a) 'Data' means any dataset of statistical information collected by the ECB that are made available to the SRB ('ECB datasets with CSI') or any information collected by the SRB (directly or indirectly) that are made available to the ECB in accordance with this MoU;
- (b) 'Confidential Statistical Information' or 'CSI' means Data that fall within the definition of 'confidential statistical information' as defined in Article 1(12) of Regulation (EC) No 2533/98 or which are otherwise considered confidential data pursuant to ECB statistical legal acts;

- (c) 'CSI products' means either documents and other analytical outputs (e.g. reports, presentations, charts, tables) containing CSI or, occasionally, reduced sub-sets of CSI (e.g. data for one bank or banking group);
- (d) 'SRB Confidential Data' means non-public Data collected by the SRB (directly or indirectly) in the performance of its tasks under Union law;
- (e) 'Legal Entity' means any entity that, under the national law to which it is subject, can acquire legal rights and obligations;
- (f) 'SRB Statutory tasks' means any tasks conferred upon the SRB in accordance with Union law;
- (g) 'SRM Regulation' means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a SRM and a Single Resolution Fund and amending Regulation (EU) No 1093/2010;
- (h) 'IRT' means an Internal Resolution Team as referred to in Article 83(3) of the SRM Regulation;
- (i) 'Other Legitimate Party (-ies)' or 'OLP' means the national resolution authorities of participating Member States, the Commission, the Council, the national competent authorities of participating Member States and any Legal Entity appointed by the SRB on the basis of a procurement process to provide valuation services for the implementation of tasks under the SRM Regulation, including Article 20 of the SRM Regulation;
- (j) 'National resolution authority' means any authority as defined in Article 3(1)(3) of the SRM Regulation;
- (k) 'National competent authority' means any national competent authority as defined in Article 3(1)(1) of the SRM Regulation;
- (l) 'Third Party (-ies)' means any person or legal entity that is not a Party to this MoU and does not fall under the definition of 'Other Legitimate Party (-ies)';
- (m) 'Logical protection measures' means measures that prevent unauthorised access to confidential statistical information itself;
- (n) 'Physical protection measures' means measures that prevent unauthorised access to a physical area and physical media;
- (o) 'Need to know' means a business justification of the necessity to access the CSI for the performance of the SRB statutory tasks following a standard access request procedure which is to be assessed by the ESCB's Statistics Committee, on the basis of which the request for access will be decided by the ECB Governing Council;

- (p) 'Staff member' means any person who has a contract of employment with the relevant Party or Other Legitimate Party.

In the absence of a relevant definition in this paragraph, the definitions referred to in Union law shall apply.

Paragraph 3

Scope of the cooperation

3.1 This MoU covers the general framework for the cooperation between the Parties as laid down in the following paragraphs.

3.1.1 The ECB transmits ECB datasets with CSI to the SRB in line with the provisions of this MoU and as specified in the individual Annexes to this MoU to the extent and at the level of detail necessary for the performance of the SRB statutory tasks. The ECB datasets with CSI are transmitted to the SRB in line with the relevant Annex for the dataset subject to the prior approval of the ECB's decision-making bodies in accordance with the principle of a reasoned 'need to know'. For that purpose, the SRB will provide a business justification in support of its 'need to know', containing at least the following information:

- a) the specific statutory tasks for the performance of which the dataset(s) are needed;
- b) the legal basis for those tasks;
- c) how the datasets will enable the SRB to perform those tasks; and,
- d) why the datasets cannot be effectively received from another source.

3.1.2 The onward transmission of CSI products by the SRB to Other Legitimate Parties, which is necessary for the execution of the SRB statutory tasks, is permitted subject to the prior approval of the individual Annex by the ECB's decision-making bodies. For the ECB's prior approval of each Annex, the SRB will provide the ECB, in the context of the business justification in support of its 'need to know', written confirmation as to why the onward transmission of CSI products to the Other Legitimate Parties is necessary for the execution of the SRB's tasks.

3.1.3 In a case specified in the individual Annexes, the SRB will share with the ECB SRB Confidential Data that may be used by the ECB for the sole purpose of preparing ECB datasets with CSI appropriate for the SRB's needs. Such sharing is done in accordance with the principle of a reasoned 'need-to-know' and to the extent and at the level of detail necessary for the ECB to prepare ECB datasets with CSI for the SRB.

3.1.4 Individual Annexes will be drawn up for other ECB datasets with CSI to be exchanged with the SRB under the general terms of this MoU. Once agreed, they will be added as Annexes to this MoU.

3.2 The Parties may agree on further cooperation and exchange of CSI and other information on a regular or ad hoc basis, including in other areas, where deemed necessary by them.

Paragraph 4

Legal nature

4.1 This MoU is a statement of intent and does not create any directly or indirectly enforceable rights.

4.2 The Parties will fulfil their respective responsibilities under this MoU on a best-efforts basis.

4.3 This MoU does not modify or supersede any Union law or any national laws nor does it affect any provisions under other multilateral or bilateral agreements in force and applicable to the Parties.

4.4 This MoU does not authorise or prohibit a Party from taking measures (other than those identified in this MoU) to obtain information necessary to ensure compliance with relevant Union law.

4.5 This MoU does not create any right or other benefit for Third Parties.

4.6 The Parties do not assume any liability for the correctness, completeness or accuracy of the Data being exchanged.

Paragraph 5

Communication

5.1 Communication between the Parties takes place directly between the designated relevant units of each Party. For this purpose, the Parties will specify and keep updated the list of the relevant units designated by them for each specific exchange of ECB datasets with CSI and SRB Confidential Data. The list should serve as a basis for all general communications between the Parties.

5.2 Without prejudice to the ongoing dialogue and specific provisions that the Parties may agree between themselves, the communication will be in writing, preferably through electronic means.

5.3 The working language between the ECB and the SRB is English. Both Parties will use the English language when exchanging documents, unless this is impossible for reasons of urgency or the document to be forwarded is not in English and a translation is not available at that point in time. In that case, documents are transmitted in their original language, and if possible and available, accompanied by a provisional English summary of the key aspects of the document. This rule applies unless otherwise specifically agreed between the Parties for one or more individual cases.

Paragraph 6

Arrangements for information exchange

6.1 General provisions:

6.1.1 The Parties provide each other with all information necessary for the performance of their respective tasks as defined in the individual Annexes to this MoU in a timely manner, in accordance with the following provisions.

6.1.2 The scope of the information exchange between the Parties is set out in the relevant Annexes. The individual Annexes will require prior approval by the ECB Governing Council.

6.1.3 The Parties will use best efforts and judgement to exchange information to the extent permitted by the relevant Union law and commercial contracts, provided that the information is in the Party's possession and does not interfere with the effective performance of its tasks. In this regard, the ECB will use all reasonable efforts to ensure that any commercial contracts that it has in place, or will enter into in the future, with data providers would not prevent the ECB from transmitting to the SRB the information necessary for the performance of its tasks.

6.1.4 Unless otherwise agreed in the relevant Annex, for possible ad hoc needs within the scope of the agreed 'need-to-know', the provision of requested information will be communicated to the SRB as soon as possible by taking into account the complexity of deriving the information requested and the urgency of the request. Such communication may be carried out by all ECB organisational structures having access to the ECB datasets with CSI. In the same context, the SRB can also provide CSI products to all ECB organisational structures having access to the ECB datasets with CSI.

6.1.5 The Parties agree that the ECB datasets with CSI and the SRB Confidential Data needed by the ECB from the SRB for the preparation of ECB datasets with CSI which are appropriate for the SRB needs will be specified in Annexes to this MoU to be developed and signed between the Parties. These Annexes will include, depending on the concrete dataset and information to be exchanged, the following specific elements:

- a) a detailed description of the ECB dataset with CSI to be transmitted from ECB to SRB;
- b) where relevant, a detailed description of the SRB Confidential Data to be transmitted by the SRB to the ECB for the preparation of the ECB datasets with CSI appropriate for the SRB needs;
- c) in accordance with Paragraph 3.1.1, reference to the ECB Governing Council's Decision approving the SRB 'need to know' for the ECB datasets with CSI, which will be attached to the respective Annex;
- d) frequency and timeliness for the exchange;
- e) technical method for effecting the data exchange, or for making the data available to the SRB.

6.2 ECB arrangements:

6.2.1 The ECB datasets with CSI are transmitted or made available to the SRB in line with the provisions specified in the respective Annex to this MoU or in the form of analytical outputs produced by the ECB organisational structures having access to the ECB datasets with CSI.

6.2.2 Unless otherwise agreed in the particular Annex, the ECB will pledge to use the SRB Confidential Data exclusively to produce the final ECB dataset with CSI to be transmitted to the SRB. The ECB will take the necessary measures to protect the confidentiality of the SRB Confidential Data and ensure the data is only accessed by the ECB staff contributing to the compilation of the respective CSI dataset.

6.3 SRB arrangements:

6.3.1 If further detailed in the relevant Annex, the SRB will transmit SRB Confidential Data to the ECB for the sole purpose that the ECB prepares the relevant ECB dataset with CSI and transmits it to the SRB.

6.3.2 The SRB will pledge to use the CSI exclusively for its statutory tasks as specified in the business justification for the individual 'need to know'. The SRB will take the necessary physical and logical protection measures to protect the confidentiality of the CSI in accordance with the ECB indicated rules and regulations and will ensure that the granular CSI received from the ECB is only accessed by a restricted number of SRB staff on a strictly 'need to know' basis to perform the specified SRB statutory tasks and produce CSI (or non-CSI) products. Other SRB staff and staff from the Other Legitimate Parties can only access CSI products as deemed necessary for the performance of SRB tasks, subject to Paragraph 8 below.

6.3.3 Ahead of the first transmission of ECB datasets with CSI, the SRB will inform the ECB of the above referenced concrete measures implemented to ensure the logical and physical protection of the CSI. This documentation should also elaborate on how the SRB will keep a record of the individuals to whom access has been granted to the specific ECB datasets with CSI and set out the terms of the necessary confidentiality undertakings on data usage that it will obtain. A revised version of this documentation should be shared with the ECB within three (3) months after changes to the underlying measures.

6.3.4. Upon prior written request from the ECB, the SRB will provide the ECB with the list of the SRB staff or organisational units, participants of the Board in accordance with Article 43 of the SRM Regulation, and staff or organisational units of Other Legitimate Parties that have been authorised to access the specific ECB datasets with CSI (including any CSI products), as soon as possible and in any case within two (2) weeks from the date the request was received by the SRB.

Paragraph 7

Confidentiality of information and professional secrecy

7.1 Any exchange of CSI requested or received by the Parties will be done in compliance with relevant Union law and will be used exclusively for lawful purposes and only for the exercise by the Parties of their respective statutory tasks and duties.

7.2 The Parties will preserve the confidentiality of the information exchanged. In this regard, the Parties will keep confidential all information obtained in accordance with Union law or under this MoU from the other Party, directly or indirectly, if the information communicated has been qualified as confidential by the sending Party or is related to an issue of a confidential nature. The Parties will ensure that all persons under their responsibility dealing with or having access to CSI or SRB Confidential Data are bound by the obligation of professional secrecy in accordance with the general principle of professional secrecy stated in Article 339 of the Treaty on the Functioning of the European Union and in compliance with relevant Union law.

Paragraph 8

Disclosure and transmission of data by the ECB and the SRB

8.1 In addition to the restricted number of SRB staff with direct access to the granular CSI datasets received from the ECB, the SRB may distribute CSI products internally only to staff members or organisational units of the SRB on a strict need-to-know basis and only to the extent and level of detail necessary for performing SRB statutory tasks. CSI datasets are to be used exclusively for lawful purposes and only in relation to the exercise of staff members' or units' duties and tasks as defined in the 'need to know'.

8.2 The ECB may distribute internally the SRB Confidential Data only to ECB staff members to the extent it is strictly necessary for the ECB to produce the final ECB dataset with CSI to be exchanged with the SRB.

8.3 For the purpose of exercising its statutory duties and tasks as well as the adoption of the relevant decisions under the SRM Regulation, the SRB can distribute CSI products to Other Legitimate Parties subject to the prior approval of the ECB, as specified in the individual Annexes, and only to the extent and at the level of detail necessary for the performance of SRB Statutory tasks as defined in the 'need to know'. Prior to the first onward transmission of CSI products by the SRB to Other Legitimate Parties, the SRB will provide to the ECB written confirmation from the relevant Other Legitimate Parties that they undertake to protect the confidentiality of the CSI. Other Legitimate Parties will also need to confirm that they have adequate measures in place to protect the confidentiality of CSI as required by the ECB and that their authorised staff members will use CSI only for the performance of their respective responsibilities under the SRM Regulation to support the execution of the SRB tasks.

8.4 The SRB, Other Legitimate Parties and the ECB are forbidden to disclose to Third Parties CSI and SRB Confidential Data, respectively.

8.5 The SRB may disclose to Third Parties or publish aggregated output produced on the basis of ECB datasets with CSI under the following conditions:

- (a) all published or disseminated aggregates should be marked 'Source: the European Central Bank';
- (b) taking all appropriate measures to ensure that CSI is arranged in such a way that any published data covers at least three economic agents. Where one or two economic agents make up a sufficiently large proportion (85% as a reference) of any observation to make them indirectly identifiable, published data shall be arranged in such a way as to prevent their indirect identification. These rules shall not apply if the reporting agents or the other legal persons, natural persons, entities or branches that can be identified have explicitly given their consent to disclosure. In case of doubt, and following a conservative approach, the ECB should be consulted on the appropriateness of such disclosure.

Paragraph 9

Personal data protection

9.1 This MoU does not modify or supersede the applicable Union data protection framework. The Parties process any personal data contained in the information exchanged under this MoU in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

The Parties ensure that any onward transmission of personal data:

- a) to recipients established in the Union other than Union institutions and bodies shall comply with Article 9 of Regulation (EU) 2018/1725;
- b) to third country authorities or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2018/1725.

9.2 The Parties ensure that all persons handling personal data exchanged under this MoU are appropriately trained and familiar with the applicable data protection law.

Paragraph 10

Cost of the service(s)

The ECB will not charge the SRB for any cost incurred in operating the relevant statistical systems or in carrying out the transmission of ECB datasets with CSI to the SRB.

Paragraph 11

Settlement of disputes

11.1 Any disagreement between the Parties concerning the interpretation or application of this MoU or its performance will be settled, if possible, in an amicable and equitable manner through direct negotiations between the relevant units and responsible persons. Therefore, the persons appointed by the SRB and the ECB respectively will endeavour to resolve the outstanding disagreement. If the disagreement is related to the transmission of a specific ECB dataset with CSI, until the outstanding disagreement is resolved, no transmission of the specific ECB dataset with CSI will take place, even if those datasets had been formally requested by the SRB from the ECB before the start of the disagreement, and the SRB access to the datasets will accordingly be suspended.

11.2 If the negotiation stage mentioned in Paragraph 11.1 does not result in a satisfactory resolution, the Parties strive to solve the disagreement by mutual agreement by entertaining good faith negotiations between senior management, or directly between the permanent Board Members of the SRB and one or more members of the ECB Executive Board, who would then inform the decision-making bodies of the ECB and the SRB with authority to fully and finally resolve the disagreement or terminate this MoU in a maximum period of six (6) months from the moment they are officially informed and requested to either become involved in the negotiations or terminate this MoU.

11.3 The existence of a disagreement, its resolution as well as any information including documentation related to or disclosed in connection with it, will be treated as confidential information.

Paragraph 12

Reporting of breaches

If CSI or SRB Confidential Data is exchanged between the Parties or transmitted to the other Party in breach of confidentiality, data protection or other requirements imposed by law, the Parties will take appropriate measures in order to remedy this breach and prevent such data from being further disseminated. The Parties will comply with any obligations imposed by law, including notification requirements where applicable to each of the Parties when such incidents occurred in their respective premises following the procedure for communication agreed between the Parties under Paragraph 5 of this MoU.

Paragraph 13

Review and amendment

13.1 The Parties may review the functioning and effectiveness of this MoU when deemed necessary by both Parties.

13.2 Any amendment to this MoU requires the mutual consent of the Parties and will be done in writing unless otherwise agreed upon.

13.3 The Annexes to this MoU may be amended without also amending the operative body of this MoU in the following cases and subject to the following procedures:

- (a) A light amendment procedure, when there is a need to change the technical content of any of the Annexes, without an underlying change to the 'need to know' (for example to adjust the data attributes being exchanged or the technical means for the exchange). The amendment can be requested by any of the Parties and submitted to the ESCB Statistics Committee, which will subsequently seek the approval of the ECB Executive Board acting under delegation approved by the ECB Governing Council.
- (b) A formal amendment procedure, when there is a need for an amendment of any of the Annexes to reform existing datasets (namely to increase the granularity and/or the scope of the data to be exchanged). The amendment will need to be formally requested by the SRB and require the prior approval by the ECB Governing Council of a new 'need to know' if the original 'need to know' did not provide the relevant business justification.

Paragraph 14

Publication of this MoU

Both Parties agree that this MoU may be published subject to the requirements of professional secrecy on the websites of the SRB and the ECB within one week from the date it comes into effect.

Paragraph 15

Effect and termination

15.1 This MoU will come into effect on the date it has been signed by both Parties and will continue to have effect until terminated by either of them or by any statutory provision. The individual Annexes for each specific ECB database with CSI will come into effect on the date they are signed by both Parties.

15.2 Each Party may terminate this MoU with three (3) months' prior written notice to the other Party at any time without cause. If this MoU is terminated by either Party without cause, steps will be taken to ensure that the termination does not affect any prior obligation or exchange of information between the Parties already in progress.

15.3 In case of termination of this MoU the SRB shall erase any internally stored datasets with CSI with immediate effect. If relevant, the ECB shall also erase any internally stored datasets with SRB Confidential Data with immediate effect.

15.4 Termination of this MoU does not affect obligations regarding the exchange of information between the Parties under applicable laws and other cooperation agreements.

15.5 If any provision of this MoU is found to be invalid or incomplete, the validity of the remaining terms and provisions shall not in any way be affected.

Paragraph 16

Annexes

16.1 The respective Annexes to this MoU form an integral part of the same.

16.2 In the event of conflict between the Annexes and the operative body of this MoU, the operative body of this MoU shall prevail over the Annexes.



Signed at Frankfurt am Main and Brussels in July 2023 in two original copies each in the English language and signed by the Parties' duly authorised representatives.

For the European Central Bank:

For the Single Resolution Board:

Frankfurt am Main, 21 July 2023
Place and date

Brussels, 26 July 2023
Place and date

[signed]
Name: Isabel Schnabel

[signed]
Name: Dominique Laboureix

[signed]
Name: Frank Elderson

Annex 1

Transmission of CSI on securities holdings and issuances

Name of the dataset to be transmitted from ECB to SRB	'Securities Holdings Statistics' (SHS) and the 'Centralised Securities Database' (CSDB).
Name of the support dataset to be transmitted by SRB to ECB	None.
Reference of the Governing Council approval	TO BE ADDED
Frequency and timeliness for the data sharing	The frequency of the less frequent of the two ECB datasets (SHS and CSDB). The timeliness of the dissemination to ESCB users. <i>At the time of signing: quarterly frequency at around T+60 calendar days.</i> CSDB monthly output (currently at around t+4 working days) will be also made available if and when commercial licensing restrictions have been waived.
Method for the data sharing	In line with the most efficient method developed for SHS/CSDB data dissemination within the ESCB (at the time of signing: ECB data lake – DISC/DEVO).

Detailed definition and scope of the dataset(s) to be transmitted

The ECB securities dataset to be transmitted to the SRB combine three generic datasets:

- Securities holdings broken down by Banking group (SHSG)*. Information on holdings by all individual European/international banking groups and their subsidiaries available in the SHS Group database (SHSG);
- Securities holdings broken down by country/sector (SHSS)*. Information on holdings by individual country and sector of the economy available in the SHS Sector database (SHSS);
- Centralised Securities database (CSDB)*. Reference and price information on securities issued or held by residents in the euro area or denominated in euro.

Breakdowns can only be provided to a level of detail that is in line with the applicable commercial licensing restrictions as long as these have not been waived.

The ECB CSI data set in detail

Two possible final products can be transmitted to the SRB depending on whether commercial licensing restrictions apply or not.

Data sharing when commercial licensing restrictions apply

In this context, only aggregates can be transmitted to the SRB, to ensure that individual security-by-security information cannot be directly or indirectly derived. The current list of attributes included in the ECB CSI output are those presented in the below Table 1 and Table 2. These lists may change to accommodate developments in the ECB datasets or SRB needs.

The securities on the issuance side would include all debt and equity-related/own funds securities issued by all banks and subsidiaries supervised by the SSM (legal entity level) and the related holdings by group and by country and sector. The shared datasets would include the latest available data as well as available historical data.

Table 1 – Holdings of securities issued by supervised banks according to the SSM by banking group – Attribute description

- **CSDB**
 - Issuer information: ISSUER_ULTIMATE_PARENT_SSM_RIAD, ISSUER_ULTIMATE_PARENT_NAME, ISSUER_ULTIMATE_PARENT_SSM_LEI
 - INSTRUMENT_TYPE → Equity/debt flag (i.e. equity or debt)
 - SECURITY_LEVEL → Security level according to the seniority attribute (i.e. secured or unsecured)
 - INSTR_GURANTEE → Guarantee level according to the seniority attribute (i.e. guaranteed or unguaranteed)
 - INSTR_SENIORITY_RANK → Seniority rank level according to the seniority attribute (i.e. Senior, ABS, subordinated)
- **SHSG**
 - Holder of the liabilities information at group level: HOLDER_GROUP_ID (i.e. RIAD code), HOLDER_GROUP_LEI (i.e. lei code), HOLDER_GROUP_NAME, HOLDER_GROUP_AREA
 - Holder of the liabilities information at entity level: HOLDER_ENTITY_ID (i.e. RIAD code), HOLDER_ENTITY_LEI, HOLDER_ENTITY_NAME, HOLDER_ENTITY_AREA
 - OWN_HOLDINGS → Boolean, 1 when ISSUER_ULTIMATE_PARENT_SSM_RIAD = HOLDER_GROUP_ID
 - Holdings amount in MRKT_VL (market value), NMNL_VL (nominal value), CRRYNG_AMNT (carrying amount), EXPSR_VL (exposure value)
- **GENERAL**
 - REFERENCE_DATE (i.e. 2020-12-31)

Table 2 – Holdings by country and sector of the securities issued by supervised banks according to the SSM banking group – Attribute description

- **CSDB**
 - Issuer information: ISSUER_ULTIMATE_PARENT_SSM_RIAD, ISSUER_ULTIMATE_PARENT_NAME, ISSUER_ULTIMATE_PARENT_SSM_LEI
 - INSTRUMENT_TYPE → Equity/debt flag (i.e. equity or debt)
 - SECURITY_LEVEL → Security level according to the seniority attribute (i.e. secured or unsecured)
 - INSTR_GURANTEEE → Guarantee level according to the seniority attribute (i.e. guaranteed or unguaranteed)
 - INSTR_SENIORITY_RANK → Seniority rank level according to the seniority attribute (i.e. Senior, ABS, subordinated)
- **SHSS**
 - HOLDER_AREA → country of the holder
 - HOLDER_SECTOR → sector of the holder
 - Holdings amount in MRKT_VL (market value), NMNL_VL (nominal value)
- **GENERAL**
 - REFERENCE_DATE (i.e. 2020-12-31)

Data sharing when commercial licensing restrictions would not apply

The data to be transmitted to the SRB, when commercial licensing restrictions would have been waived, are at security-by-security level. The output dataset to be transmitted to the SRB would include all the granular CSDB, SHSS and SHSG datasets as made available to the ESCB. In addition, and to ensure consistency with the data available to the SSM, the ECB and the SRB may decide to cooperate to derive intermediate products combining CSDB, SHS and any other dataset (to be) available to both institutions.

The shared datasets would include the latest available data as well as available historical data.

Nature and underlying quality of the datasets

The CSDB/SHS datasets were developed for the compilation of statistics and hence their quality is ensured following statistical methods, i.e. the overall quality is monitored, but the quality of individual records cannot be guaranteed. Therefore, ECB cannot be liable for mistakes in the datasets or any financial or reputational cost arising from potential data quality problems.

Annex 2

Transmission of CSI on credit and credit risk (AnaCredit)

Name of the dataset to be transmitted from ECB to SRB	'Granular credit and credit risk data' (AnaCredit) collected under Regulation (EU) 2016/867 of the European Central Bank of 18 May 2016 on the collection of granular credit and credit risk data (ECB/2016/13) ("the AnaCredit Regulation").
Name of the support dataset to be transmitted by SRB to ECB	None
Reference of the Governing Council approval	TO BE ADDED
Frequency and timeliness for the data sharing	The ECB transmits granular analytical credit dataset (AnaCredit) to the SRB in line with what is made available to the ESCB, including information on counterparties related to loans in AnaCredit. All the data describe the situation on the last day of the month to which they relate (i.e. the reporting reference date). The AnaCredit Regulation identifies four different reporting schedules, all varying in terms of the time by which the credit data must be submitted to AnaCredit: - monthly data relating to observed agents resident in a reporting Member State must be submitted to the ECB by the 30th working day after the reporting reference date; - monthly data relating to observed agents that are foreign branches not resident in a reporting Member State must be submitted to the ECB by the 35th working day after the reporting reference date; - quarterly data relating to observed agents resident in a reporting Member State must be submitted to the ECB by the 15th working day after the respective reporting remittance dates defined in Article 3(1)(b) of Implementing Regulation (EU) No 680/2014; - quarterly data relating to observed agents that are foreign branches not resident in a reporting Member State must be submitted to the ECB by the 20th working day after the respective

	reporting remittance dates defined in Article 3(1)(b) of Implementing Regulation (EU) No 680/2014;
Method for the data sharing	In line with the foreseen method to be developed for AnaCredit data dissemination within the ESCB (at the time of signing: ECB data lake – DISC/DEVO). Until then, SRB needs to be addressed on a case-by-case basis, i.e. following request for ad hoc access to confidential statistical information (CSI) on AnaCredit, where the SRB will identify for which credit institution(s) the information is required.

Detailed definition and scope of the dataset(s) subject to sharing

All data collected under the AnaCredit Regulation are made available to the SRB in accordance with the same data dissemination model that was made available to the ESCB.

The shared datasets include individual records at loan-by-loan level and consist of a number of data attributes, which are related to one of the following:

- a) the *loan* that is reported;
- b) the *collateral or guarantee* securing the instrument;
- c) any *counterparty* related to the loan or providing the collateral/guarantee to the loan.

The information is collected by national central banks of the euro area.

The following entities are subject to the reporting requirements under the AnaCredit Regulation:

- (i) credit institutions resident in a euro area Member State;
- (ii) foreign branches of credit institutions, provided that these branches are resident in a euro area Member State.

These entities are referred to as reporting agents. As provided under Article 6(2) of the AnaCredit Regulation, reporting agents report data related to credits extended by their observed agents (i.e. institutional units that are parts of the reporting agent).

Only credits extended to legal entities as defined in Article 1(5) of the AnaCredit Regulation fall under the scope of the data collection.

The datasets to be transmitted to the SRB include the latest available data, including available historical data.

Nature and underlying quality of the datasets

The AnaCredit datasets were developed to enhance existing ESCB statistics in effectively supporting the ESCB and the ECB in the performance of their tasks, including, but not limited to, those related

to monetary policy analysis and operations, risk management and financial stability surveillance. These data are also relevant for banking supervision purposes in the context of the Single Supervisory Mechanism (SSM). The AnaCredit data quality is ensured following statistical methods, i.e. the overall quality is monitored, but the quality of individual records cannot be guaranteed due to the high volumes reported. Therefore, the ECB is not liable for errors in the datasets or any financial or reputational damage arising from potential data quality problems.