



DERIVATIVES DOCUMENTATION
LIMITED

Get up to speed with ISDA® and VM CSA in a day

VENUE: CITY OF LONDON

DATE: 03 DECEMBER 2021

**COURSE FEE: GBP 695 + VAT
(AT 20% IF APPLICABLE)**

Key benefits include:

- Focussed one day course
- Two documents covered in one course
- Very experienced trainer
- Your questions answered

Delegates are requested to bring their own copy of the 2002 ISDA® Master Agreement and 2016 ISDA® CSA For Variation Margin under English Law.

ISDA® is a registered trademark of the International Swaps and Derivatives Association, Inc. Neither this programme nor Derivatives Documentation Limited is sponsored by or affiliated with the International Swaps and Derivatives Association, Inc.

This one day course covers the key provisions of the 2002 ISDA® Master Agreement, its Schedule and the 2016 ISDA® Credit Support Annex For Variation Margin under English Law.

On completion of this training course you will have a better understanding of the documents and commonly negotiated terms.

AGENDA (9.00am to 5.00pm)

Introduction

ISDA® Documentation Architecture

- Definitions
- Confirmations
- Master Agreements

Need to know highlights of the 2002 ISDA Master Agreement including its Schedule.

- Single Agreement concept (Section 1(c))
- Conditions precedent (Section 2(a)(iii))
- Automatic Early Termination
- Events of Default and Termination Events (Section 5)
- Early Termination; Close-Out Netting (Section 6)
- Multibranch Parties (Section 10(a))
- Governing law (Section 13)
- Definitions (Section 14)
- Schedule including commonly negotiated terms

Matters for credit and treasury consideration

- Specified Entity
- Specified Transaction
- Specified Indebtedness
- Cross Default/cross acceleration
- Threshold Amount
- Additional Termination Events

Short Quiz

(Agenda continues on the next page)

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Who Should Attend?

Principally for people with 0-3 years experience from: Financial Institutions, Investment Banks, Law Firms, Asset Managers, Hedge Funds, Corporations, Consultancy Groups and Regulators:

- Legal counsel
- Documentation specialists
- Risk officers
- Collateral managers
- Treasury staff

AGENDA (continued)

The practicalities of taking collateral.

- Why take it?
- Collateral types
- Controlling collateral

Overview of uncleared margin requirements with a focus on EMIR

Selected legal issues

- Legal capacity
- Pledge and title transfer approaches
- European Directive on Financial Collateral Arrangements

The 2016 ISDA Credit Support Annex For Variation Margin (English law)

- Need to know analysis of provisions.
- Negotiated terms to be considered to ensure regulatory compliance.

Short Quiz

TAKE THIS COURSE IN-HOUSE: Derivatives Documentation Limited also offers this course on an in-house basis and can tailor the content to match your specific needs. Please call or email us for further details.

About your Expert Trainer:



Ernst van den Broek has over 20 years' experience in the financial industry and works as an interim counsel in the Netherlands. He has worked for ING Financial Markets, NV Nuon Energy Trade & Wholesale, Rabobank International, ABN AMRO, AFM, Ministry of Finance and various other banks within both their legal and credit departments. He studied law at the University of Amsterdam and holds an MBA degree from the NIMBAS-Bradford Graduate School of Management. He has broad experience in the field of financial and commodity trading including the negotiation of ISDA Master Agreements, CSAs, GMRAs, GMSLAs and EFETs. He provides training on all these documents and is a fluent English speaker.

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DATE: 03 DECEMBER 2021

VENUE: CITY OF LONDON, UK

REGISTRATION DETAILS

NAME: _____
POSITION: _____
COMPANY: _____
EMAIL: _____
TELEPHONE: _____
ADDRESS: _____
VAT NUMBER: _____

AUTHORISATION

NAME: _____
POSITION: _____
EMAIL: _____
SIGNATURE: _____
DATE: _____

Once an application has been received an invoice will be produced. Payments can be made via electronic transfer or cheque. **PLEASE EMAIL ENQUIRIES@DERIVSDOCU.COM OR FAX: +44 (0) 1763 220902 YOUR COMPLETED BOOKING FORMS. WE WILL CONTACT YOU WITHIN 2 WORKING DAYS TO CONFIRM YOUR BOOKING. IF YOU HAVE NOT HEARD FROM DDL AFTER THIS TIME, PLEASE CALL US.**

TERMS & CONDITIONS:

- 1. Fees are inclusive of programme materials and refreshments although attendees will be required to bring their own copy of the 2002 ISDA® Master Agreement and the 2016 ISDA® Credit Support Annex For Variation Margin under English Law.**
- 2. Payment Terms:** Following completion and return of the registration form, full payment is required within 10 days from receipt of invoice. PLEASE NOTE: payment must be received in any event prior to the course date. A receipt will be issued on payment. We reserve the right to refuse admission if payment is not received on time. Payment must be made in pounds sterling. A 50% cancellation fee will be charged under the terms outlined below.
- 3. Substitution:** Provided the total fee has been paid, substitutions at no extra charge up to 2 days before the event are allowed provided Derivatives Documentation Limited are informed in writing.
- 4. Cancellations:** Cancellations by you must be received in writing by email or fax two (2) weeks before the course is scheduled to be held in order to obtain a full refund (subject to an administration charge of GBP 250 plus VAT). Thereafter, 50% of the course fee is refundable up to one (1) week before the course. Thereafter no refund will be made. Payment terms are ten days and payment must be made prior to the start of the course. Non-payment or non-attendance does not constitute cancellation. If, for any reason, Derivatives Documentation Limited decides to cancel this course permanently you will be informed by email. In such case, Derivatives Documentation Limited is not responsible for covering airfare, hotel, or other travel costs incurred by clients. In such case, the course fee will be refunded. Event programme content is subject to change without notice.
- 5. Copyright etc:** All intellectual property rights in all materials produced or distributed by Derivatives Documentation Limited in connection with this event is expressly reserved and any unauthorised duplication, publication or distribution is prohibited.
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- 8. Reliance:** The course is a guide only and is not intended to be a substitute for taking legal advice. Derivatives Documentation Limited does not accept any responsibility for any actions taken or not taken in reliance on the course by any attendee, an employer of the attendee, or otherwise.
- 9. Governing law:** This Agreement shall be governed and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.