

PROGRAMME PROSPECTUS
ISDA MASTER AGREEMENT – “SUNNY” SIDE

1. Learning Objectives and Outcomes

This programme provides an overview of the provisions in the ISDA Master Agreement that apply when it is “business as usual” between the parties - the operational provisions; and the multi-branch provisions, Section 10(a) and ring-fencing.

It also explains the challenges that may arise when your counterparty becomes insolvent and how the ISDA Master Agreement addresses those challenges, namely, the “3 pillars” of the ISDA Master Agreement.

2. Programme Outline

Topic	Learning Objectives and Outcomes	Duration
An overview of the ISDA Master Agreement – “Sunny” side Your worst nightmare What are the challenges if my counterparty becomes insolvent?	• Overview of the provisions in the ISDA Master Agreement that apply when it is “business as usual” between the parties. • What are the challenges that may arise when your counterparty becomes insolvent? • How does the ISDA Master Agreement address those challenges?	20 minutes

Topic	Learning Objectives and Outcomes	Duration
"3 pillars"	• What are the "3 pillars"? • Single agreement. - o What is the "single agreement" concept? - o What is "cherry-picking"? - o How does the single agreement concept stop cherry-picking? • Close-out netting. - o What is "close-out netting"? - o How does close-out netting overcome statutory insolvency prohibitions or restrictions on termination and set-off? - o What is Automatic Early Termination? • Conditions precedent: "flawed asset". - o What is the "flawed asset" concept? - o How does this help when your counterparty is in trouble?	20 minutes
Operational provisions • Payments and deliveries • Conditions precedent – "flawed asset"	• Payments and deliveries. - o When must a payment or delivery be made by? - o What constitutes a good payment or delivery? • Conditions precedent – "flawed asset". - o When can a payment or delivery be withheld?	40 minutes

Topic	Learning Objectives and Outcomes	Duration
- Tax withholding and gross-up - Representations - Agreements	- Tax withholding and gross-up. - Does the swap payer always have to gross-up its payment? - When does the swap payer not have to gross-up its payment? - What is an "Indemnifiable Tax"? - When is the swap payee at fault? - What is the Singapore tax position on swap payments? - Representations. - What is the purpose of making representations? - When is a representation deemed to be made? - What are the standard representations? - Agreements. - What are the standard agreements?	
Multi-branch, Section 10(a) and ring-fencing	- What does it mean to act on a multi-branch basis? - What is the key question that arises if your counterparty enters into the transaction through a branch instead of its head office? - What are the consequences if Section 10(a) applies? - What happens if the branch cannot perform due to an Illegality or Force Majeure Event? - What are the consequences if Section 10(a) does not apply?	30 minutes
Total		110 minutes

3. Delivery Method

The programme will be delivered through self-directed e-learning. The programme will be offered on annual subscription basis through the applicant's website:

www.nomikos.com.sg

Participants who have questions can raise their questions via e-mail. Over time, the applicant plans to include a blog on its website that will summarise the most commonly raised questions and answers.

Depending on demand, the applicant may also offer participants a live webinar for questions and answers.

4. Assessment

The assessment will consist of 5 multiple choice questions (which will be randomly selected from a pool of 15 questions).

The passing grade will be 80%.

5. Total CPD hours

Upon successful completion of the programme, the participant will have achieved a total of **2 CPD hours**, comprised as follows:

	Duration
Programme	110 minutes
Assessment	10 minutes
Total	120 minutes