

IMPLEMENTATION NOTE

IIF VOLUNTARY PRINCIPLES FOR DEBT TRANSPARENCY

INTRODUCTION

All references to the Debt Transparency Principles (the “**Principles**” in this document are to those Principles published on the Institute of International Finance (“**IIF**”) website on 10 June 2019, as amended from time to time ([available here](#)).

This document does not intend to establish new principles or requirements and is for information purposes only. Each Debt Transparency Reporting Entity as defined below (“**DTRE**”) should make implementation decisions based on its own policy, practice and procedure.

It should be noted that the content in this document will be developed over time to reflect the experience of DTREs and other stakeholders, and in response to other changes affecting implementation (e.g. regulatory developments, technological advances).

It is contemplated that Relevant Information will be submitted to the OECD as Reporting Host by DTREs through completion and delivery of the Information Matrix, the form of which can be found at <https://www.oecd.org/finance/debt-transparency/reporting/>. A hard copy for illustration purposes is set out in Annex 4. and can also be accessed through the link [available here](#).

The Reporting Host has established the following email address for this initiative: debtransparency@oecd.org.

The following link may be used to access the website explaining the initiative <https://www.oecd.org/finance/debt-transparency/>.

The link to the portal to submit an Information Matrix is: <https://transfer.oecd.org/>.

All capitalized terms have the definitions set forth herein or as set forth in the Principles.

***Disclaimer:** This document contains selected information and examples to support the understanding of the requirements in, and implementation of, the Debt Transparency Principles and does not establish new principles or requirements. The information and examples are provided without guarantee of any kind, either express or implied, including, without limitation, guarantees as to fitness for a specific purpose, non-infringement, accuracy or completeness. Neither the IIF, nor any Relevant Entity, shall be liable under any circumstances for how or for what purpose users apply the information, and users maintain sole responsibility and risk for its use.*

Financial institutions should make implementation decisions based on their institution’s policy, practice and procedures. No rights can be derived from this publication.

*“**Relevant Entity**” means any member of the IIF, any DTRE, any participant in any of the IIF’s working groups, including the IIF Debt Transparency Working Group, the Group of Trustees of the Principles for Stable Capital Flows and Fair Debt Restructuring and the Principles*

Consultative Group, the OECD (as Reporting Host) and any affiliates or employee of any of the foregoing.

***“Debt Transparency Reporting Entities or DTREs”** means entities participating in the debt transparency initiative embodied in the Principles choosing to submit information to the Reporting Host pursuant to the Debt Transparency Principles, as amended from time to time.*

Q&A

Section A: Scope Related Matters

Q1. Scope – what types of financing transactions are within the scope of the Debt Transparency Principles?

A1. There are three key components to consider in determining whether a transaction is within scope, namely:

- (a) The obligor (or equivalent);
- (b) The currency or governing law of the transaction; and
- (c) The type of financing transaction.

Obligor (or equivalent)

The Principles use the term “**Public Sector Entities**” (page 2 of the Principles) to assist in identifying obligors (or equivalent) that are within scope. As mentioned on page 3 of the Principles, initially the priority is to apply the Principles only to Public Sector Entities in PRGT – eligible countries ([available here](#)).

Currency or governing law

The Principles initially relate to (i) foreign currency borrowings, i.e., a currency other than a local currency in the country of the obligor or (ii) transactions expressly governed by a foreign law, i.e. a law other than the domestic law(s) promulgated in the country of the obligor. A transaction in local currency which is governed by foreign law is regarded as a foreign currency transaction.

Type of transactions

The Principles provide a broad definition of financing transactions, which are within scope and provide examples (please see page 3 of the Principles under the heading “**Included**”). However, three categories of transaction types are expressly excluded from the broad definition (please see page 4 of the Principles under the heading “**Excluded**”).

The resulting term “**Financial Transactions**” is used to describe those types of transactions which are within scope.

Q2. Does a loan to a state-owned company/corporation need to be disclosed?

A2. In order to make a determination the three key components referred to in A1 need to be considered. In this instance the position would be:

Obligor(s): Yes, if the loan of the state-owned company/public corporation is guaranteed by a sovereign which is a PRGT eligible country (see page 2 of the Principles) or the loan is included in the sovereign balance sheet of a PRGT eligible country.

Currency: Yes, if the loan is denominated in foreign currency or governed by foreign law. No, if that loan is denominated in local currency and governed by local law (see page 4 and footnote 5 of the Principles).

Type of transactions: Yes (loans are listed on page 3 of the Principles).

In any one case, if the above position on all three components is yes then the loan is within scope. Otherwise, it is not. A similar analysis would apply to other applicable financial transactions.

Q3. Where there are multiple drawdowns under a Loan Agreement, is a submission required for each drawdown?

A3. No. The details of the amount which can be borrowed and details of the disbursement period, if prolonged, should be included in section 10 of the Information Matrix.

Q4. The Principles refer to Public Sector Entities in PRGT-eligible countries initially being in scope. Can this list of countries change over time?

A4. Yes. The list of countries may change over time as the IMF updates the list of PRGT-eligible countries. Further, the Principles contemplate the potential extension of the eligible countries in scope, following consideration by the DTREs (please see page 3 of the Principles).

Q5. Are the PRGT-eligible countries the same group of countries as the DSSI-eligible countries under the G20/Paris Club Debt Service Suspension Initiative of 2020 and the Common Framework for Debt Treatment beyond the DSSI?

A5. No, not exactly the same but there is significant overlap.

Q6. If the scope of countries changes can the OECD as Reporting Host accommodate a revised list?

A6. Yes, the OECD can accommodate a revised list. While initially the data repository is meant to include data on any Public Sector Entities in countries listed as PRGT-eligible, its scope could be widened to include data on EMEs and is open to receiving data on any country.

Q7. Do the Principles contemplate that all elements of the financing costs of an in scope transaction will be disclosed?

A7. In terms of financing costs, the Principles contemplate that information on the interest rate (or equivalent) will be specified by reference to falling within one of a set of ranges. Fees and other financing cost elements do not fall within the Relevant Information.

Q8. Are foreign currency bonds included in the disclosure?

A8. Yes. While internationally or domestically placed, listed, public bond issues should benefit from existing transparency and disclosure standards based on market norms (please see page 4 of the Principles), this level of transparency is only attainable through commercial data providers, limiting the availability of such data to the general public. In this context, transparency may not be considered sufficient and therefore foreign

currency or foreign law governed bonds will now be included in the collection of data within this initiative.

Q9. Can parties comply and submit data in accordance with the Principles if their financing is not in scope (e.g. (1) the financing is not to Public Sector Entities within or guaranteed by a PRGT-eligible country or (2) the financing is in local currency and governed by local law)?

A9. Yes. If the reporting entity wishes to do, it will be able to provide data even if the financing is not in scope, or outside the scope of Public Sector Entities in PRGT-eligible countries or outside the scope of the currency/governing law or product category.

Q10. Where one or more an export credit agencies ('ECAs') participate in a financing arrangement (for example by insuring or guaranteeing the funds which are lent), it is common for there also to be an uninsured or unguaranteed portion of the overall financing, which does not benefit from ECA cover. These uninsured or unguaranteed portions are typically provided by commercial banks and are closely linked with the ECA backed components. Are these loans which represent the uninsured or unguaranteed portions of the overall financing excluded from the Principles?

A10. The Principles categorise transactions with an official ECA as a party as excluded, to the extent cover is provided. However, there is a material risk that disclosure of information under these uninsured or unguaranteed portions of an overall ECA backed financing arrangement would effectively give rise to corresponding disclosure of information associated with all or part of the applicable ECA documentation, or the indirect disclosure of information thereunder, which, in each case, may be confidential. This is because these uninsured or unguaranteed portions and the ECA backed components of the overall financing arrangement are inextricably linked often to the point where information about one part of the overall financing, if made public, could be used to extract information concerning the other part of the overall financing which is confidential. Linked features include, for example, common terms, sharing requirements, shared confidentiality provisions and the need for ECA consent in some circumstances etc. For these reasons these uninsured or unguaranteed portions are currently to be excluded from the Principles along with the associated ECA backed financing unless it is clear that submission of an Information Matrix in respect of the uninsured or unguaranteed portions of an overall ECA backed financing arrangement would not, directly or indirectly, give rise to any non permitted disclosure associated with the linked ECA backed financing. However, this matter is to be kept under review.

Section B: Reporting Host and Access Related Matters

Q1. Will the Reporting Host verify the information it receives?

A1. No. The OECD as Reporting Host is not in a position to verify Relevant Information.

Q2. Will the Reporting Host or anyone else be responsible for updating information provided pursuant to the Principles?

A2. No, unless there is a subsequent amendment or variation after execution of the disclosed transaction (please see page 5 of the Principles) which has been duly communicated by the Reporting Entity to the OECD.

Q3. Who has access to the information provided to the Reporting Host?

A3. Subject to the relevant applicable embargo period, the information provided will be publicly available to all users at no cost. The terms and conditions of the OECD website will apply.

Q4. What happens if, after submission of an Information Matrix and prior to the end of the applicable embargo period, the OECD suffers a cyber security attack?

A4. The OECD is committed to the best IT security standards and is regularly audited in the areas of data protection and keeping data safe from cyber-attacks. This is applicable also to the Debt Transparency project, each component of which (especially externally facing ones: reporting by financial entities, and data dissemination) is implemented and maintained in compliance with best practices.

Q5. Will any other information be available on the Reporting Host's website?

A5. Yes, additional data from a commercial data provider will be available together with an OECD staff assessment for the applicable country assembled from data drawn from the IMF, World Bank, OECD and other sources, as needed.

Q6. When is the Reporting Host's website through which information will be displayed likely to be up and running?

A6. Before the end of Q1 2022.

Q7. How is the Reporting Host role funded?

A7. The United Kingdom has entered into a Memorandum of Understanding with the OECD pursuant to which funding will be provided to cover the anticipated up front costs for the first 15 months until 31 March 2022. The costs incurred/committed thereafter will be met through (i) a fixed amount per filing of an Information Matrix (e.g. US\$500) and (ii) other private sector contributions (including those already provided by IIF member firms and other interested parties).

Q8. Will export credit agencies, the IMF and the World Bank, other multilateral and official bilateral creditors also submit relevant information to the Reporting Host?

A8. This is not the intention at the outset. However, the expectation is that the information made available by the Reporting Host will subsequently be loaded onto the IMF/World Bank Joint Data Hub and, over time, it is hoped that further steps can be taken by both the official and private sectors to provide additional transparency for the public. Such steps could, for example, include a comprehensive display of sovereign obligations - to official and multilateral creditors as well as private creditors - for in-scope countries on a dedicated page of the OECD website.

Q9. How will the OECD as Reporting Host display the Information Matrices?

A9. Whilst information will be provided in the form of some aggregate indicators, information will also be provided on a transaction by transaction basis to reflect submissions made.

Q10. How will the OECD deal with Information Matrices submitted at the transaction close but subject to an embargo at a later agreed date?

A10. The data will be stored internally and released only after the embargo date has passed.

Section C: Who Provides the Information

Q1. Is any obligor under a financing transaction within the scope of the Principles under an obligation to disclose relevant information?

A1. No. The Principles do not create any obligation to disclose. Further, the Principles are a voluntary initiative applicable to private sector entities, rather than to the users of finance. However, as noted on page 1 of the Principles and above, the expectation is that borrowers, guarantors and other relevant obligors will facilitate and support this initiative. Page 4 the Principles also highlights the shared responsibility in relation to disclosure and refers to the expectation that the legal documentation will contain the necessary legal carve outs, consents and acknowledgements (including in respect of confidentiality provisions) to enable the Relevant Information to be publicly disclosed via the Reporting Host.

Q2. Where there is an in scope syndicated loan, who discloses?

A2. The disclosure should be provided by an applicable agent/trustee/transaction intermediary where the arrangement is syndicated or involves multiple providers of financing/underwriters. Where there is no such party, the lead arranger or equivalent party should make the disclosure (please see page 5 of the Principles). In a syndicated loan there is no need for individual lenders to make the disclosure.

Q3. Can a Public Sector Entity submit an Information Matrix?

A3. It is the entity on the lending side which will need to submit the Information Matrix. However, the relevant Public Sector Entity may request the lender/arranger to do so.

Section D: Confidentiality and Consent Related Matters

Q1. Is consent from the obligors required for disclosure?

A1. Not necessarily required, but this will generally always be advisable. In some instances such consent will be required as a legal matter. By way of example, many loans contain express confidentiality provisions in favour of the obligors. Annex 2 includes template language which may be used by way of a carve out from a typical loan confidentiality clause.

The following wording could be used as a basic template, appropriately tailored to the specifics of the relevant transaction and in response to issues requiring consent under the terms of the applicable agreement, to obtain consent.

The [obligor(s)] acknowledge that the [lenders/counterparties/financing parties] may disclose certain information in relation to [this Agreement] pursuant to the Voluntary Principles for Debt Transparency (the “Principles”) to the OECD as Reporting Host of the Principles and [the obligor(s)] agree, consent and approve for all purposes that the Information Matrix referred to in the Implementation Note relating to the Principles may be completed in relation to [this Agreement] and that the information contained therein may therefore become publicly available [after a pre-determined period (e.g. 90 days).]

In addition, parties adhering to the Principles may wish to notify their Public Sector Entity counterparts as to their participation in this transparency initiative and to this end Annex 3 includes a template letter enabling them to do so. This notification of participation in the initiative and seeking of consent would not override the need for specific carve outs allowing this disclosure to be inserted in any confidentiality clauses in transaction specific finance documents. Recognising the benefits of information disclosure across the marketplace as a public good, some obligors may go further and require that the relevant information be provided to the Reporting Host as contemplated by the Principles.

Q2. When is the best time to obtain the consent?

A2. This will depend partly on the nature and depth of the relationship between the obligor(s) and the providers of finance. However, best practice would dictate it be included in first drafts of documents exchanged by the parties. Wording along the lines of that described in A1 above provide sample language that could be inserted into the relevant documentation as a transaction condition precedent or closing document. The Information Matrix to be provided could also be agreed with the obligor as a transaction condition precedent or closing document.

Q3. What happens if the relevant Public Sector Entity does not consent?

A3. The implications of this may vary depending on whether the consent of that obligor is legally required. Lack of consent should be raised to the appropriate internal legal, compliance or approval function for consideration by the relevant DTRE in accordance with its applicable internal procedures. Implementation of the Principles requires that borrowers, guarantors and other relevant obligors facilitate and support the Principles as well as potential DTREs. Moreover, as noted in the Principles, a number of relevant public sector initiatives (G20, IMF, World Bank etc.) are seeking greater transparency on the part of sovereign borrowers; lack of consent may also impact these initiatives adversely.

Section E: The Voluntary Nature of the Principles

Q1. Is there a legal obligation to disclose relevant details of a financial transaction within the scope of the Principles?

A1. No. The Principles are voluntary and thus create neither an obligation to disclose nor sanction if there is no disclosure. Rather, the Principles are intended to promote voluntary disclosure of specified details of relevant financial transactions (such specified details are collectively referred to as “**Relevant Information**”).

Q2. Would non-adherence with the Principles affect the enforceability of obligations owed to the providers of finance?

A2. No. The Principles are voluntary. There is nothing in the Principles which purports to have that effect.

Section F: Participation and Adherence

Q1. Do you have to be a member of the IIF to participate in this initiative and adhere to the Principles?

A1. No. You do not have to be a member of the IIF to do so.

Q2. How do you adhere to the Principles?

A2. In the first instance the OECD will publish on its website the names of the members of the Advisory Board. The names of reporting entities which submit information will also be published with their consent on the website, together with the names of any entities which are not submitting information to the repository because they do not have any arrangements which fall within the scope of the Debt Transparency Principles but would do so otherwise.

Q3. From a practical perspective do I need to do anything before submitting data to the OECD?

A3. If you are going to be participating in the initiative and adhering to the Principles in due course, you can contact debttransparency@oecd.org to discuss any relevant administrative steps (including arrangements for payment of fees).

Section G: Miscellaneous/Other

Q1. Do the Principles require the DTREs to monitor the use of proceeds?

A1. No. The Principles do not add additional monitoring obligations beyond any requirement to do so in respect of the underlying financing transaction.

Q2. Have anti-trust/competition issues been considered?

A2. Yes. The IIF has engaged with the European Commission and the US Department of Justice on these broad issues.

The IIF has discussed with the European Commission services the transparency initiative and the Principles and the European Commission services did not raise any objections in the context of that discussion. The IIF requested and received a business review letter from the US Department of Justice's Antitrust Division confirming that the agency finds the Principles procompetitive and would not otherwise seek to challenge the Principles under the US antitrust laws.

Certain features in the disclosure aspects of the Principles have been crafted with anti-trust/competition law factors in mind, in particular the timing of disclosure relative to disbursement of funds and pricing information. The Information Matrix provides for an

embargo release date to be included where information should not be released at close but subsequently.

DTREs should consider on a case-by-case basis any relevant anti-trust/competition issues arising under the laws of any applicable jurisdiction.

Q3. What are the applicable governance arrangements?

- A3. The Principles will be overseen by the Group of Trustees of the Principles for Stable Capital Flows and Fair Debt Restructuring, with support from the Consultative Group of those Principles. The OECD Secretariat will serve as an observer to the Group of Trustees to facilitate communication and coordination on debt transparency matters. A debt transparency Advisory Board for the Reporting Host role being performed by the OECD has been established and maintained (including IIF staff and members of the IIF Debt Transparency Working Group), which will report into the OECD's Committee on Financial Markets. That Committee will also receive input from the OECD's Working Party on Debt Management, which reviews sovereign borrowing trends and includes public debt managers. In performing the Reporting Host role, the OECD will act independently, in common with other work with external partners (which include the IMF, World Bank and the Bank of International Settlements). On day to day matters, Information Matrices will be fed into the OECD's Working Party on Financial Statistics, which is an existing group of public sector financial statisticians, which will also handle dissemination to the public of the information gathered. A separate Data Users Group has also been established by the OECD to provide feedback on debt data collection and web interface, in order to maximise its value to a range of users. The Advisory Board is expected to meet every three months after the [website](#) of the Debt Transparency Initiative is up and running.

Annex 1: Information Matrix

Please note that information submitted by any DTRE:

- Has not been verified
- Is made available subject to applicable confidentiality consents or waivers
- Is not subject to an ongoing requirement to be updated

The Information Matrix¹ that can be found at the [OECD DTI Website](#) has been prepared to reflect the information disclosure set out in the final version of the Principles for Debt Transparency published by the IIF on 10 June 2019.

The Information Matrix has been completed by the applicable institution referred to in section 8 above² as of [(date)] but speaks as of the date referred to in section 6 above.³

This Information Matrix has been completed for information purposes only and should not be relied upon in the context of any investment decisions. It does not constitute an offer to buy or sell any securities or other financial instruments whatsoever.

¹ Where the principal financing documents are amended or varied, the amended or varied elements which fall above should, on the effective date of such amendment or variation, be subject to the same disclosure requirements.

² Where there is a bilateral loan, the Information Matrix should be completed by the Lender. Where there is a bond, the Information Matrix should be completed by the Joint Lead Managers.

³ Where there is an amendment or variation, this date is the effective date thereof.

Annex 2: Confidential Information Template Carve Out*

[35.] Confidential Information

35.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 35.2 (Disclosure of Confidential Information) [and Clause 35.3 (Disclosure to numbering service providers)] [and] Clause [35.4] (Disclosure pursuant to the Debt Transparency Principles) and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

New Clause 35.4 (with consequential re-numbering of the remainder of Clause [35]):

35.4 Disclosure pursuant to the Debt Transparency Principles

Any Finance Party may disclose to the Reporting Host from time to time for the purposes of the Debt Transparency Principles all such information in connection with the Finance Documents contemplated by those principles from time to time.

In this Clause:

“**Debt Transparency Principles**” means the Voluntary Debt Transparency Principles published by the Institute of International Finance on 10 June 2019 as the same may be amended from time to time.

“**Reporting Host**” means the Organisation for Economic Co-operation and Development.

* Further template wording for other type of financing documents can be added.

Annex 3: Template Confidentiality Consent/Waiver Letter Agreement

[ON HEADED PAPER OF FINANCE PROVIDER]¹

Date: *[Insert date]*

To: *[Insert name and address of the relevant obligor]*²

Dear Sir/Madam,

Re: Information to be submitted pursuant to the IIF Voluntary Principles for Debt Transparency (the “Debt Transparency Principles”)

1. As you may be aware, a number of well-regarded recent public-sector initiatives, including the IMF’s Fiscal Transparency Code, have promoted transparency in sovereign debt markets. The Institute of International Finance (“IIF”) has been active in advancing good practices in this field and, recognising that transparency in respect of medium to long-term financing provided by the private sector to sovereign debtors could be improved, in 2019 the IIF launched the Voluntary Principles for Debt Transparency. These Debt Transparency Principles apply to the private sector and are designed to complement G20 and other public sector initiatives (notably the G20 Operational Guidelines for Sustainable Financing (G20 Guidelines)) aimed at improving transparency in public sector borrowing. The Debt Transparency Principles are available from the following link:

<https://www.iif.com/Publications/ID/3387/Voluntary-Principles-For-Debt-Transparency>

2. Whilst we are the institution which [will/may] be participating in the initiative described in the Debt Transparency Principles, we are contacting you because the summary information we [will/may] submit to the Reporting Host thereunder, will encompass one or more debt arrangements which we have made available for your benefit.

3. As you are aware, we currently participate as [lender/dealer manager/swap counterparty/other] for the purposes of [*insert description of all applicable debt arrangements and dates*].³

4. Accordingly, we currently provide a number of financial related services to you and may have multiple further financial interactions with you in the future. We confirm that we [will/may choose to] participate in the Debt Transparency Principles as the same may be amended, varied or supplemented from time to time and, as a consequence, debt claims which are in scope for the purposes of the Debt Transparency Principles [which are owed by you or by any other applicable obligor] may arise from time to time and summary details thereof may

¹ To be completed as necessary by each provider of financial arrangements.

² There should be a letter to each obligor, unless under applicable arrangements one obligor is designated as the sole recipient of notices for all obligors and may give consent, approvals, waivers etc for all obligors.

³ The intention is that paragraph 3 should be completed in a way which covers all relevant types of financial arrangements with the country in question.

be submitted to the OECD as Reporting Host thereunder. You will appreciate that the overall objective is to promote the public good of transparency in respect of public debt. However, please do let us know if you have any questions in this respect.⁴

[5. In this regard, we hereby request that you countersign this letter agreement, thereby confirming that we may disclose to the Reporting Host from time to time for the purposes of the Debt Transparency Principles all such information in connection with any financial arrangements which we may have with you [and/or any applicable other obligor] from time to time which is contemplated by the Debt Transparency Principles from time to time. The intention being that any consent, waiver, approval, permission or other similar matter which may be required for these purposes pursuant to any such financial arrangements, whether expressly or impliedly, from you [and any other applicable obligor] is given to the fullest extent necessary.]⁵

[6. To the extent that any applicable financial arrangement has a concept of finance documents, this letter agreement shall constitute a finance document thereunder.]

[7. This letter agreement may be executed in counterparts by the different parties each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This letter agreement may be executed by electronic means.]

[8. To the extent that we or any successor [transfers, assigns or otherwise sells] rights under any applicable financial arrangement, the [transfer, assignment or other sale] shall proceed under any associated provisions of any applicable financial arrangement as though the [transferee, assignee or buyer] had itself been a party to this letter agreement.]

[9. Please confirm that you agree to the terms of this letter agreement by signing and returning to us this letter agreement as soon as practicable.]

[10. The relevant governing law, dispute resolution and immunity provisions under any applicable financial arrangement shall apply to this letter agreement and all non-contractual obligations arising out of or in connection with it, mutatis mutandis. Changes and amendments to this letter agreement shall be made in writing executed by the parties hereto.]

⁴ Please complete the alternatives shown in this paragraph and, if applicable, all subsequent paragraphs appropriately to suit the relevant circumstances.

⁵ The language contained within paragraph 5 assumes that the judgement made is that initial consent in principle is required from the obligors. This position can then be buttressed through appropriate carve outs to confidentiality provisions in subsequent financing arrangements. If paragraph 5 is included then it would be prudent also to include all of paragraphs 6 to 10 inclusive together with the acknowledgement from the Debtor Country below the signature line.

Yours faithfully

.....

For and on behalf of

[Insert name of lender/dealer manager/fiscal agent/swap counterparty/other]

[We acknowledge and agree to the terms and conditions of this letter agreement

.....

For and on behalf of

[*Insert name of Debtor Country*]]

Annex 4: OECD Debt Data Transparency Initiative Preliminary Draft Data Matrix (for illustration purposes)



	Descriptive name	Response field	Additional comments
1	Name of the Borrower/Issuer/Obligor/Counterparty		
2	Initial recipient of financing (if not the same as entity in 1 above and known at signing)		
3	Is debt guaranteed by a third party? If yes, can you provide the names of Guarantor/Provider of indemnity?		
4	Where applicable, name of the beneficiaries of the guarantee or indemnity and maximum amount payable		
5	Description of type of financing		
6	Date of the principal financing document(s) (dd/mm/yyyy)		
7	For bilateral financings, the lender or other credit provider (at signing)		
8	Where applicable, name of the Mandated Lead Arrangers/Facility Agent, Joint Lead Managers//Fiscal Agent/Trustee, Counterparts/Transaction Intermediary or similar at signing		
9	Ranking of claims (where applicable)		
10	Gross amount which can be raised or borrowed; and disbursement period		
11	Currency		
12	Final repayment or maturity date (dd/mm/yyyy)		
13	Information on any options, puts or calls, maturity and triggering conditions, where applicable		

14	Interest rate (or commercial equivalent) [specified as falling within one of the ranges if ranges are required]	
15	Interest rate type	
16	Purpose of financing/intended use of proceeds on drawdown	
17	Governing law of the principal financing document(s)	
18	Description of waiver of sovereign immunity or scope of sovereign immunity	
19	Dispute resolution mechanism (foreign courts/arbitration)	
20	Description of any applicable collateral/security/assets subject to repo/escrow account/ resource-backed loan (if any)	
21	Description of ESG linkage	
22	Embargo date if necessary (dd/mm/yyyy)	
23	Is the data provided publicly available from any data provider?	

<https://www.oecd.org/finance/oecd-debt-data-transparency-initiative.htm>