

# ISDA create

The new way to negotiate ISDA Documentation



## INTRODUCTION

ISDA Create is an **online** solution that allows organisations to produce, deliver, negotiate and execute derivatives documentation completely online. ISDA create

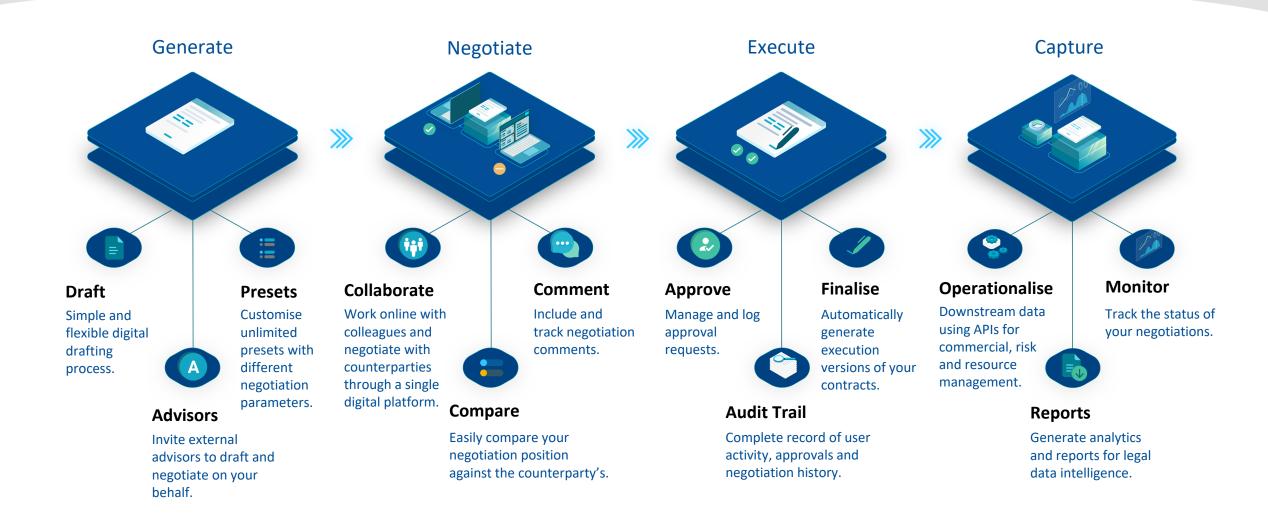
First launched in January 2019, ISDA Create is a collaboration between the International Swaps and Derivatives Association, Inc. (ISDA) and Linklaters.

Comes with an extensive **Document Library** and a rich set of **features**, bringing benefits to users across an organisation.

Efficient

In addition to ISDA published Initial Margin documentation, recent additions include the ISDA Amendment Agreement, EONIA Bilateral Template Amendment Agreement and later in 2020, the Schedule to the ISDA Master Agreement More than 60 buy-and-sell side firms have joined the platform. In addition, more than 200 market participants are currently testing ISDA Create.

## KEY FEATURES



Safe, Efficient

Markets

## INTUITIVE AND EASY TO USE

#### DASHBOARD MONITORING

Welcome Dashboard L	Library Negotiation	ns				Main Account 🛛 🥥
Linklaters			Negotiations	Approvals		lew invitation 🕕
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Status	Last action $\sim$	Relationship	Counterparty entity	Your entity	Document type	Active user 🛓
62% Negotiation	20 minutes ago	ISDA Create	Greenhouse Bank (Hong Kong) Limited	LINKLATERS LLP	2018 IM CSA (NY Law) Linklaters/Greenhouse (Approvals)	H. Low
60% Negotiation	2 weeks ago	Global Investment Bank PLC	ApS KBUS 8 Nr. 4544	Linklaters LLP association	2018 IM CSA (NY Law) Demo Response Preset (CA)	N. Ng
95% Negotiation	3 weeks ago	Global Investment Bank PLC	ApS KBUS 8 Nr. 4544	Linklaters LLP association	2018 IM CSA (NY Law)	N. Ng

#### AUTOMATED BLACKLINING

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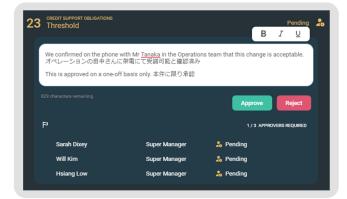
Safe, Efficient

Markets



EXIT      EVIDENCIATERS LLP     Greenhouse Bank (Hong Kong) Limited     February 6,2010     Compared Statements		O S S ≣ E Send to Counterparty     Sitemal Compare Preview More
February 6, 2010	INTERNAL EXTERNAL	(Security interest over Credit Support (IA) (ISDA Agreensents Subject to New York Law) hold with a Castiodize (IM) on behalf of the Fledger)
✓ 03 Parties	D 🔭 : 🥑	ISEDA, Entry International Sways and Dervourter A Association, Inc.
Party A  Clinklaters JLP Association	Party B     Oreenhouse Bank (Hong Kong) Limited	2018 CREDIT SUPPORT ANNEX FOR INITIAL MARGIN (IM)
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		ISDA Mater Agreement daird an of February 6, 2010
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U4 Umbrella Agreement and Principal Identification     O Not Applicable		(Party F) [Party F) [Insert previous ar equivalent is sensite the particle to ast up the discussent and submitted should late to the Practical Identification Schedule which is used to identify each Principal and associated electron and is located after the encourters paral.
Umbrella Agreement		This Amers supplements, forms part of, and is subject to, the above-referenced Agreement, is part of its Schedule and is a Credit Support Document under this Agreement with respect to each party.
Umbrella preamble language		Accordingly, the parties agree as follows
		Paragraph 1. Interpretation
		(a) Definitions and Reconsistency. Capatilated terms not observice defined herean or elevatories in this Agreement have the measure specifical protocate by Dampeth 12, and all references in this Attext to Paragraphs are to Paragraphs are to Paragraphs. The set of the protocation of this Attest of the Attest and Paragraphs are to Paragraphs are to Paragraphs. The set of the protocation of the Attest of the Attest and Paragraphs are to Paragraphs. The set of the protocation of the Attest of the Attest of the Attest of the Paragraphs are to Paragraphs. The Attest of the
Principal Identification Schedule		will prevail.
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## CROSS-ORGANISATION BENEFITS



ISDA Safe, Efficient Markets

## DOCUMENT LIBRARY

The Document Library is broad and expansive, giving users the flexibility to subscribe to various **Document Packs** 

NOW AVAILABLE

#### Initial Margin

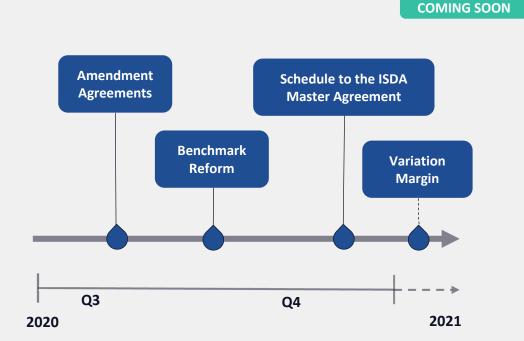
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> Safe, Efficient

Markets

2019 ISDA Bank Custodian CTA 2019 Euroclear CTA 2019 Clearstream CTA 2018 Euroclear CTA (NY Law) 2018 Euroclear CTA (Eng Law) 2017 Euroclear CTA (Eng Law) 2017 Euroclear CTA (Eng Law) 2016 Clearstream CTA (NY Law) 2016 Clearstream CTA (Eng Law) Custodian Agreements\*

\*subject to onboarding of custodian



## NEW DOCUMENTS

Documents covered by the recently added Document Packs include:

#### Standard amendment agreements

- Generic amendment agreements to complete any amendment to one or more ISDA published documents
- Adapted from the March 2003 ISDA published form
- Many potential use cases, e.g. by asset managers to alter the terms of their umbrella agreements

#### Benchmark reform amendment agreements

EONIA Bilateral Template Amendment Agreement: enables parties to update references to EONIA in their documentation given the expected permanent cessation of that rate in January 2022

Other interest rate reform documents will be added to this module as they become available.

#### From Q4 2020

#### Schedule to the ISDA Master Agreement

The schedules to the:

- 1992 ISDA Master Agreement (Multicurrency Cross Border)
- ISDA 2002 Master Agreement
- 2002 forms of the Master Agreement under French and Irish law

In addition, as part of the release of the Master Agreements, ISDA Create will incorporate the **ISDA Clause Library**, a new drafting tool intended to introduce greater standardisation in how firms negotiate and agree clauses within their ISDA documentation.

As the ISDA Clause Library is updated over time to reflect changes to market and legal practices, these changes will be added to ISDA Create.

## MORE FEATURES ARE COMING



continues to improve based on the continuous feedback received from the industry.

We have some exciting new features and documents coming in the near future!



Document versioning and comparison Enhancements to Umbrella Agreement functionality

> Enhancements to Advisor functionality Grouped negotiations



Add internal **drafting notes** Customise **Approval** teams workflow

...and many more







A sandbox version is also available for testing.

For more information please get in touch with your relationship contact at ISDA or Linklaters, or drop us a line at

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