



International Swaps and Derivatives Association, Inc.
360 Madison Avenue, 16th Floor
New York, NY, 10017
United States of America
Telephone: (212) 901-6000
Facsimile: (212) 901-6001
email: isda@isda.org
website: www.isda.org

Guide to Implementation of the 2005 ISDA Novation Protocol (“Protocol”)

Scope:

Credit Derivative Transaction or Interest Rate Derivative Transaction

Implementation Date of Protocol:

October 24th, 2005 or such later date as a party adheres to the Protocol (latest adherence November 30, 2005)

Terms:

Capitalized terms used in this guide and in the exhibits hereto have the meaning ascribed to them in Section 6 of the Protocol or, if not defined therein, in the relevant Master Agreement or the 2004 ISDA Novation Definitions.

For ease of reference, the following terms have the respective meanings set forth below:

Transferor: Stepping out party
Remaining Party: Constant party
Transferee: Stepping in party

Responsibility:

All sales and trading personnel transacting in the above products whose institutions have adhered to the Protocol should apply the best practices outlined below with respect to a Novation Transaction with a Transferor who is an adhering party.

If a Transferor has not adhered to the Protocol, all sales and trading personnel should act in accordance with the Master Agreement in place between the Transferor and Remaining Party, and accordingly must receive prior written consent from the Remaining Party before the proposed transfer can be made effective. The rights of a Transferor that has not adhered to the Protocol will continue to be subject to Sections 7 and 9 of any Master Agreement between the Transferor and Remaining Party.

Procedures for Adhering Institutions:

Negotiating a proposed Novation Transaction:

The Transferor will contact the Transferee to agree a price for the Novation Transaction. Parties may wish to decide that the Transferor will explicitly advise that the price being sought is in relation to a Novation Transaction and not a new deal.

Once the price has been agreed the Transferor will then obtain consent from the Remaining Party as follows:

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Obtaining Consent for a proposed Novation Transaction:The Transferor's Obligations:

- The Transferor should promptly after agreement of the novation price request the Remaining Party's consent in writing, via email, electronic messaging or any other communications system.
- The Transferor should provide sufficient detail to permit the Remaining Party to identify the trade being novated equivalent to that outlined in Exhibits A and B attached to this guide.
- The Transferor should either copy the Transferee on the request for consent to the Remaining Party, or include the contact details of the Transferee in the request for consent. This will allow the Remaining Party to include the Transferee on the returned consent message.
- Parties should consult with one another to ascertain the location of the Transferee unless such location has been designated in advance by the Transferee.
- The Transferor should send the request for consent in sufficient time to allow the Remaining Party to respond prior to 6 p.m. in the location of the Transferee on the same day the Transferor and the Transferee have agreed to such transfer.
- As and when the Remaining Party's consent has been received, the Transferor should send this onto the Transferee, unless it is evident from the Remaining Party's response that the Transferee has received a copy directly from the Remaining Party.
- The Transferor should then remove the novated trade from their booking system.
- If evidence of the consent of the Remaining Party is not received by 6 p.m. in the location of the Transferee on the same day the Transferor and the Transferee have agreed to such transfer, or if the Remaining Party indicates to the Transferor and Transferee that it does not consent, the Transferor and the Transferee shall be deemed not to have entered into a novation, and a new trade will be booked against the Transferee.
- This new trade will be subject to the Master Agreement between the Transferor and Transferee.
- The effective date of the new trade shall be the effective date of the proposed novated trade. All other terms and conditions of the proposed novated trade will be replicated in the new trade. The new trade should be documented as any other new trade.
- Parties may wish to consider, if the Remaining Party's consent is received by the day following the deadline noted above, collapsing the relevant trade between the Transferor and the Remaining Party with the new trade between the Transferor and the Transferee.

The Remaining Party's Obligations:

- The Remaining Party should respond promptly to any request for consent made by a Transferor but at the latest by 6 p.m. in the location of the Transferee on the same day the Transferor and the Transferee have agreed to such transfer.
- The Remaining Party should ensure the response back to the Transferor is linked as a practical matter to the incoming request for consent (and, therefore, to the trade details equivalent to that outlined in Exhibits C and D attached to this guide) and contains a clear statement whether consent has been granted.
- The Remaining Party should copy all parties on the original request. If the Transferee was not included on the original request the Remaining Party should ensure they are copied on the response to the Transferor.
- The Remaining Party should, promptly after it confirms the details of the novated trade with the Transferee, amend their booking system to reflect the novation.

The Transferee's Obligations:

- After it receives evidence of the consent of the Remaining Party, the Transferee should promptly confirm with the Remaining Party the details of the trade that has been transferred.
- The Transferee will then book the novated trade against the Remaining Party.
- There is no requirement for the Transferee to confirm with the Remaining Party in order for the novation to be valid.
- If evidence of the consent of the Remaining Party is not received by 6 p.m. in the location of the Transferee on the same day the Transferor and the Transferee have agreed to such transfer, or if the Remaining Party indicates to the Transferee and Transferor that it does not consent, the Transferee and the Transferor shall be deemed not to have entered into a novation, and a new trade will be booked against the Transferor.
- This new trade will be subject to the Master Agreement between the Transferee and Transferor.
- The effective date of the new trade shall be the effective date of the proposed novated trade. All other terms and conditions of the proposed novated trade will be replicated in the new trade. The new trade should be documented as any other new trade.

Novation Communication Mechanism:

Each organization will notify both ISDA and all market participants of their preferred method of communication by product and region, for use by the Transferor when requesting consent from the Remaining Party. The current information can be found on the ISDA website www.isda.org in the Novation Protocol section ("2005 Novation Protocol Contact List")

Novation Confirmations:

The Remaining Party agrees to dispatch the Novation Confirmation as soon as practical after the Remaining Party's consent has been given.

All adhering parties agree to sign the Novation Confirmation promptly after receiving the Remaining Party's Novation Confirmation, taking due note of any agreed industry targets.

Additional Notes:

4-Way Novations: The Transferor will follow the procedures above until consent has been obtained, and at the same time the Remaining Party who is also stepping out will independently follow the procedures above as if they themselves were the Transferor. The Transferor and the Remaining Party should both communicate the fact that it is a four-way novation in their communications.

Exhibit A:

Standard Email/Bloomberg Message from Transferor to Remaining Party for Credit Derivative Transactions

From: [contact name at Transferor]
To: [contact name at Remaining Party]
CC: [contact name at Transferee]

Re: Request for Consent to Proposed Transfer

Transferor and Transferor Trade ID:	[]	[]
Proposed Transferee:	[]		
Remaining Party:	[]		
Novation Trade Date:	[]		
Novated Amount:	[]		
<i>If Applicable:</i> Sub Fund Legal Name and Notional	[]	[]
Reference Entity / Ticker / RED Code / Index:	[]		
Reference Obligation / CUSIP:	[]		
Original Trade Date and Termination Date:	[]	[]
Original Notional Amount:	[]		
Original Buyer / Seller:	[]		
Original Fixed Rate and Currency Pair:	[]	[]

Exhibit B:
Standard Email/Bloomberg Message from Transferor to Remaining Party for Interest Rate Derivative Transactions

From: [contact name at Transferor]
To: [contact name at Remaining Party]
CC: [contact name at Transferee]

Re: Request for Consent to Proposed Transfer

Transferor and Transferor Trade ID:	[]	[]
Proposed Transferee:	[]		
Remaining Party:	[]		
Novation Trade Date:	[]		
Novated Amount:	[]		
<i>If Applicable:</i> Sub Fund Legal Name and Notional	[]	[]
Original Trade Date and Termination Date:	[]	[]
Original Notional Amount:	[]		
Original Fixed Rate Payer:	[]		
Original Fixed Rate:	[]		
Original Float Tenor and Index:	[]		
Original Currency Pair:	[]		

Exhibit C:

Standard Email/Bloomberg Message from Remaining Party to Transferor and Transferee for Credit Derivative Transactions

From: [contact name at Remaining Party]
To: [contact name at Transferor]
CC: [contact name at Transferee]

Re: Consent Approved to Transfer

Transferor:	[]		
Proposed Transferee:	[]		
Remaining Party and Remaining Party Trade ID:	[]	[]
Novation Trade Date:	[]		
Novated Amount:	[]		
<i>If Applicable:</i> Sub Fund Legal Name and Notional	[]	[]
Reference Entity / Ticker / RED Code / Index:	[]		
Reference Obligation / CUSIP:	[]		
Original Trade Date and Termination Date:	[]	[]
Original Notional Amount:	[]		
Original Buyer / Seller:	[]		
Original Fixed Rate and Currency Pair:	[]	[]

Exhibit D:

Standard Email/Bloomberg Message from Remaining Party to Transferor and Transferee for Interest Rate Derivative Transactions

From: [contact name at Remaining Party]
To: [contact name at Transferor]
CC: [contact name at Transferee]

Re: Consent Approved to Transfer

Transferor: []
Proposed Transferee: []
Remaining Party and Remaining Party Trade ID: [] []
Novation Trade Date: []
Novated Amount: []
If Applicable: Sub Fund Legal Name and Notional [] []
Original Trade Date and Termination Date: [] []
Original Notional Amount: []
Original Fixed Rate Payer: []
Original Fixed Rate: []
Original Float Tenor and Index: []
Original Currency Pair: []