



THE UNCAPPED GUARANTEE AND COUNTER-GUARANTEE INSTRUMENT UNDER THE SME INITIATIVE IN SPAIN

OPEN CALL FOR EXPRESSION OF INTEREST TO SELECT FINANCIAL INTERMEDIARIES

(Published on 14th October 2015)

The objective of this Open Call for Expression of Interest (the “*Call*”), launched by the European Investment Fund, is to select eligible financial institutions to become Financial Intermediaries under the SME Initiative Uncapped Guarantee Instrument (the “*Facility*”), as further described below.

All applications for guarantees or counter-guarantees under the SME Initiative Spain to be submitted to the EIF should conform to the Call.

In addition to this explanatory document, the Call contains the following documents:

- Annex I: Expression of Interest to be completed by applicants, including Appendices 1 - 3
- Annex II: Indicative term-sheet for uncapped portfolio direct guarantees (the “*Guarantee*”)
- Annex III: Indicative term-sheet for uncapped portfolio counter-guarantees (the “*Counter-Guarantee*”)

1. Background

Following the conclusions of the European Council of 27 and 28 June 2013, the European Commission (“*EC*”), together with the EIB Group (i.e. EIB and EIF), completed in December 2013 an ex-ante assessment exercise showing a market failure in the provision of finance to viable Small and Medium Size Enterprises (SMEs) in the European Union, including in Spain. Such ex-ante assessment stressed the importance of a fast response to revitalise the blocked credit channel to SMEs.

With a view of providing such response, the EIB Group and the EC set-up a joint initiative (the “*SME Initiative*” or the “*Initiative*”) as an anti-crisis measure with the purpose of supporting the impaired financing of European SMEs, by expanding joint risk-sharing financial instruments to leverage private sector and capital markets investments in SMEs. The program contemplates the combination of different resources, blending European Structural and Investment Funds (“*ESIF*”) and EU budget under the programme “Horizon 2020” with the guaranteeing and lending capacity of the EIB Group. This combination entails pooling the different financial contributions in financial instruments set up at Union level under Article 39(2) of EU Regulation 1303/2013 (the “*Common Provisions Regulation*”).

In such context, a Single Dedicated National Programme has been approved by the European Commission on 12/12/2014¹ with the objective of launching the SME Initiative in the Spanish Kingdom.

The SME Initiative is to be implemented by means of two different instruments: uncapped portfolio guarantees and securitisation instruments.

This Call concerns only the guarantee instrument.

2. SME Initiative Uncapped Portfolio Guarantee Instrument

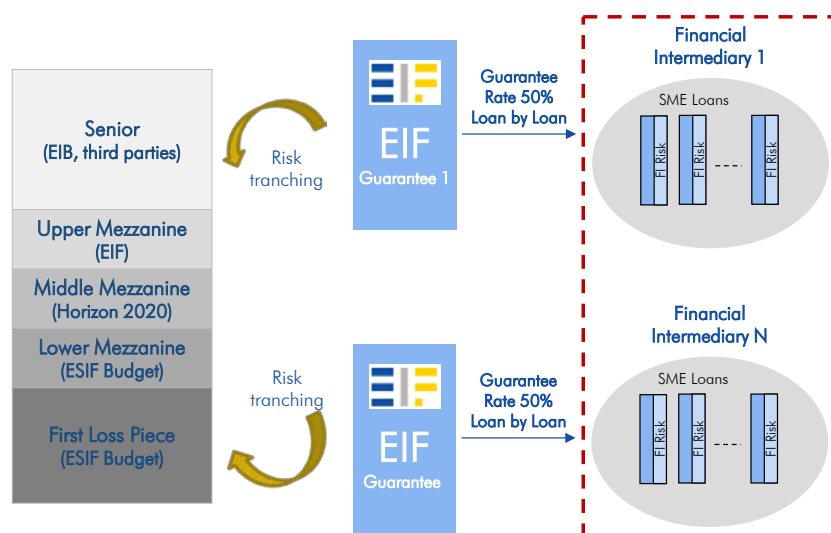
The Facility entails the issuance of uncapped guarantees for the benefit of lenders and leasing companies, or of counter-guarantees for the benefit of guarantee institutions (together referred to as the “*(Counter-)Guarantee*”) to cover the portfolio credit risk of newly originated SME loans, leases or guarantees granted to Spanish SMEs included in the guaranteed Portfolio during a pre-defined Inclusion Period (referred to as “*Eligible Beneficiary Transactions*”). The relevant Maximum Portfolio Volume is determined by EIF for each Financial Intermediary on a case by case basis.

The (Counter-)Guarantee is fronted solely by EIF. EIF is consolidating the global Portfolio risk retained at different seniority levels by the different resources: ESIF funds, EU resources (earmarked from the Horizon 2020 programme) and resources from the EIB Group².

In accordance with the terms of the (Counter-)Guarantee, the Financial Intermediaries will benefit from a 50% risk cover (the Guarantee Rate) on each Eligible Beneficiary Transaction and will pay a Guarantee Fee to the EIF quarterly in arrears.

In order to ensure the necessary alignment of interest, the Financial Intermediaries shall retain a material interest in the guaranteed Portfolio.

A schematic and indicative risk allocation amongst the various risk takers is represented below:



¹http://www.dgfc.sepg.minhap.gob.es/sitios/dgfc/es-ES/ipr/fcp1420/p/Prog_Op_Plurirregionales/Documents/POIniciativa_PYME.pdf

² Additional resources from national promotional banks and national guarantee schemes might be added to the Facility at a later stage.

Origin of the funds

The contributors of most of the ESIF budget earmarked for the Spanish SME Initiative are a number of Spanish autonomous communities. These contributions have been topped up, as relevant, by the central Spanish government. The resulting contribution split (the "*Regional Contributions*") is the following:

Region	% of total
Andalucía	12.3
Aragón	3.2
Illes Balears	3.4
País Vasco	1.5
Canarias	3.4
Cantabria	2.8
Castilla-la Mancha	3.6
Castilla y León	2.6
Cataluña	8.3
Extremadura	9.5
Galicia	5.5
La Rioja	0.8
Comunidad de Madrid	33.0
Región de Murcia	0.9
Comunidad Valenciana	9.1
Ciudad Autónoma de Ceuta	0.2

In addition, EU Horizon 2020 resources will be made available to the SME Initiative, in an amount not exceeding 2.1% of the ESIF budget, as well as resources of the EIB Group.

Both ESIF and Horizon 2020 budgets will be committed, at the discretion of the EIF, to cover the first and second losses arising from portfolios of new SME debt financing to be originated by the selected Financial Intermediaries.

In return, the selected Financial Intermediaries will commit to originate Eligible Beneficiary Transactions for a certain target portfolio amount, which:

- (1) is at least a multiple by 4x of each of the Regional Contributions making up the ESIF budget allocated to them. The Eligible Beneficiary Transactions included in the (counter-)guaranteed Portfolio will have to comply with the ESIF Eligibility Criteria³, and

³ For details please refer to Annex II to this Call.

- (2) includes a sub-volume which is a multiple by 9x of the Horizon 2020 budget allocated to them. The allocated budget will be established by the EIF on a case by case basis, with the objective of achieving, across all SME Initiative Spain transactions, the full budget allocation and the leverage target of 9x against the overall Horizon 2020 budget earmarked for the Initiative. The Eligible Beneficiary Transactions included in this sub-portfolio will have to comply with Horizon 2020 Eligibility Criteria⁴ as well as the ESIF Eligibility Criteria.

Penalties will be applied to Financial Intermediaries against shortfalls vis-à-vis both ESIF and Horizon 2020 target portfolio amounts. For more details please refer to Annex II and Annex III to this Call⁵.

Compliance with the Common Provisions Regulation shall be observed, as relevant, by the various parties according to their roles and responsibilities set out in the relevant agreements. Relevant references will be included in the (Counter-)Guarantee Agreements with Financial Intermediaries.

EIF can enter into (Counter-)Guarantees up to 31 December 2016 (the end of the "*Implementation Period*")⁶.

The terms of the (Counter-)Guarantee shall be in English and will be governed by the laws of England.

3. Eligible Financial Intermediaries

The EIF shall select one or more Financial Intermediaries to implement the SME Initiative in accordance with the procedure described below from section 6. The selection of Financial Intermediaries shall be made on a continuous basis, taking into account the above as well as the funding available from time to time, and shall be based on a specific set of criteria.

This Call is addressed and restricted to:

- a) for Guarantees: public or private credit or financial institutions or loan (debt) funds, in each case, duly authorised to carry out lending or leasing activities according to the applicable legislation;
- b) for Counter-Guarantees: public or private guarantee schemes, guarantee institutions or other credit or financial institutions duly authorized to issue guarantees according to the applicable legislation,

in each case established and operating in the Kingdom of Spain.

Financial Intermediaries shall comply with relevant standards and applicable legislation on the prevention of money laundering, the fight against terrorism and tax fraud to which they may be subject and shall not be established in any Non-Cooperating Jurisdiction.

Financial Intermediaries shall acknowledge the EIF Anti-Fraud Policy which sets out the policy of EIF for preventing and deterring corruption, fraud, collusion, coercion, obstruction, money laundering

⁴ For details please refer to Annex II to this Call.

⁵ For sake of completeness, target portfolio volumes for the Regional Contributions and the Horizon 2020 budget as well as related penalties will be contemplated under the securitisation instrument.

⁶ With the exclusion of repayments and revenues under the Facility which, subject to the agreement of the Investors' Board, may be committed until the winding-up of the Facility.

and terrorist financing (please refer to www.eif.org/news_centre/publications/2009_anti_fraud_policy.htm) and shall take appropriate measures (as may be further specified in the (Counter-)Guarantee Agreements) to facilitate implementation of such policy.

4. The application procedure

Financial institutions interested in applying under this Call have to submit an application ("*Expression of Interest*") to the EIF by the Deadline to be considered as a potential Financial Intermediary under the Facility.

In accordance with Annex I to this Call, the Expression of Interest has to include the Applicant's identification and has to provide the information requested in Appendix 3 to the Annex I, together with supporting documents.

The information provided as requested in Appendix 3 to the Annex I should place particular emphasis on:

- a) Envisaged actions for the successful implementation of the Facility, particularly with regard to its launch (timing, target customers, promotional activities, type of products, changes to the underlying legal documentation, etc.);
- b) Estimated absorption capacity, detailed by Region, i.e. expected volumes of Eligible Beneficiary Transactions to be included in the Portfolio, taking into account any outstanding programme of similar nature implemented or available in parallel;
- c) In addition to the Total Benefit, which is compulsory, proposed improvements (e.g. pricing reduction on the non-guaranteed portion of the Portfolio, or reduction of the requested level of collateral), if any, to the terms offered to SMEs as compared to standard conditions for SMEs;
- d) Origination and credit risk management capacity;
- e) Expected composition and characteristics of the Portfolio (split per rating, industry, Region, borrower size, level of collateral etc.).

Each Applicant shall provide an Expression of Interest covering all the Regions, and indicating an expected regional Portfolio composition taking into account the minimum percentages set out in section 6.3 of Annex I.

In duly justified and exceptional cases and with the aim of achieving full utilisation of the Regional Contributions, EIF and an Applicant may agree for the Portfolio to cover a limited number of Regions and/or with minimum percentage different from those set out in section 6.3 of Annex I.

With a view of targeting a balanced geographical distribution of the overall portfolio across the Facility, limitations and/or the exclusion of SME Loans in certain Regions may be negotiated from time to time in relation to one or more Guarantee Agreements. By way of example (which shall be considered as non-exhaustive), once the ESIF related to a certain Region are fully allocated to Guarantee Agreements, EIF may limit or exclude the ability for Financial Intermediaries to include SME Loans in such Region.

The regional Portfolio composition will be set after the due diligence process and may vary, with the agreement of the parties to the (Counter-)Guarantee agreement, during the Inclusion Period.

Applicants may send questions regarding the Call or the nature and features of the (Counter-)Guarantee Agreements to the email SME_Initiative_Spain@eif.org. EIF shall analyse such incoming questions and may publish from time to time the resulting answers in the form of FAQ (Frequently Asked Questions) document posted in the Facility section of the EIF's website (www.eif.org). EIF reserves the right to update the FAQ document from time to time as and when it

regards appropriate.

The Expression of Interest shall be prepared in English.

Note on joint applications and indirect origination model via On-Lending Banks

Financial institutions may group together and submit a joint Expression of Interest. In this case, the Expression of Interest has to specify which of the Participating Entities will act as the Applicant. The Applicant shall apply in the name and on behalf of the Participating Entities and shall indicate to the EIF the basis for the joint Expression of Interest. Following selection of such joint Expression of Interest and an agreement on all terms and conditions, one (Counter-)Guarantee Agreement may be signed with the selected Applicant also on behalf of the other Participating Entities; alternatively, separate (Counter-)Guarantee Agreements may be signed with the selected Applicant and each of the Participating Entities. The ultimate decision on the form of the agreement(s) shall be made by EIF.

In addition, intermediaries pursuing the indirect origination via On-Lending Banks may be eligible for Guarantee provided the latter fulfil, inter alia, the following conditions:

- carry out an independent risk assessment of each Beneficiary Transaction and of the SME;
- assign internal scoring/rating to the relevant SME;
- verify compliance of SMEs and Beneficiary Transactions with the ESIF Eligibility Criteria and the Horizon 2020 Eligibility Criteria, as applicable;
- ensure that the Total Benefit is passed to SMEs;
- retain at all times (both the intermediary and On-Lending Bank) a credit risk exposure of at least 20% of the outstanding amount of each Eligible SME Loan included in the Portfolio.

Financial Intermediaries must ensure that they will benefit *pari passu* from recoveries collected or recovered by the On-Lending Banks with respect to defaulted Beneficiary Transactions;

All information required under Appendix 3 to the Annex I must be provided for the Applicant and each and every Participating Entity and On-Lending Banks, as applicable, covered by the joint Expression of Interest.

5. Submission of Expressions of Interest

Expressions of Interest must be submitted by the Deadline (see below paragraph) both by (i) email and (ii) registered mail or professional courier service. Expressions of Interest sent by registered mail or professional courier service must consist of a closed single package, and must contain the Expression of Interest, together with its attachments, in paper form and in removable electronic storage medium (e.g. CD-ROM, USB). Annual reports requested should be provided only on the removable electronic storage medium.

The Deadline is **30 September 2016**, provided that EIF may announce that the Deadline will be set on a different date depending, inter alia, on the availability of budgetary resources for the Facility or any agreement reached between the EIF and the SME Initiative Spain's Investors Board and, if relevant, any amendment of the agreements governing the relationships of the risk takers of the Facility. Any change in the Deadline will be announced officially in the section of EIF's website relating to the Facility.

The Deadline refers to (i) in case of e-mails, to the date of reception by EIF and (ii) in case of registered mail or professional courier service, to the date of dispatch proven by the post office stamp or a dispatch receipt.

The Expressions of Interest shall indicate the name of the Applicant and be sent to the following

address:

European Investment Fund
SME Initiative Team – Expression of Interest
Guarantees and Securitisation
37B, avenue J.F. Kennedy
L-2968 Luxembourg

The electronic version of the Expression of Interest shall be sent to: SME_Initiative_Spain@eif.org, stating in the subject of the email: "SME Initiative Spain – Expression of Interest: [name of the Applicant]".

An acknowledgement of receipt will be sent to the relevant Applicants by EIF via e-mail, which shall state the following:

- unique application identifier (Expression of Interest number), to be used in all subsequent communications relating to the Expression of Interest;
- confirmation that the Expression of Interest was received by the Deadline.

The acknowledgement of receipt does not constitute a declaration of completeness of the Expression of Interest and the documents submitted therewith, nor any other kind of assessment or acceptance of the same.

The Applicants may withdraw their Expression of Interest at any stage of the Selection process, by sending (i) an email and (ii) a letter to the above-mentioned addresses.

6. Selection procedure

Financial Intermediaries shall be selected on the basis of EIF's policies, rules, procedures and statutes and in conformity with best practices with an open, transparent, proportionate, non-discriminatory and objective selection procedure, avoiding conflicts of interest, taking into account the criteria and principles underpinning the program and the experience and financial capacity of the Applicants.

The budgetary allocation between the Counter-Guarantee and the Guarantee is not set *ex ante* but shall be demand-driven.

Following the receipt of the Expression of Interest, EIF shall assess the application(s) pursuant to the selection process outlined herewith. This process comprises:

1. Pre-selection
2. Due diligence
3. Selection

Following the pre-selection based on the Expression of Interest EIF shall perform a due diligence of the pre-selected Applicant, as a result of which EIF will decide whether or not to propose to its Board of Directors the approval of a (Counter-)Guarantee Agreement under the Facility with the selected Applicant. The contractual negotiation process may not be considered concluded prior to the approval of the EIF's Board of Directors, and is in any case not concluded until EIF and the Applicants have agreed on all relevant terms and conditions. Each of these three steps is described in more detail below from section 6.1.

In any phase of the selection process before entering into a legally binding agreement with an Applicant, EIF reserves full discretion to consider or not Applicants (and Participating Entities, in case of joint Expressions of Interest), and no Applicant or Participating Entity has any claim or other right or may expect to be ultimately selected as Financial Intermediary. Any negotiation of terms and conditions of (Counter-)Guarantee Agreements by no means entails any obligation for EIF to enter into such (Counter-)Guarantee Agreement with the relevant Financial Intermediaries.

EIF will send a rejection notice to Applicants whose Expression of Interest was rejected during any stage of the selection process. EIF may, but shall not be obliged to provide reasons of such rejection.

Those Applicants whose Expression of Interest is rejected shall have the right to submit a written complaint by e-mail and registered mail or professional courier service, to the same address used for the submission of the Expressions of Interest above, within thirty (30) days of receipt of the rejection notice. Any complaints will be dealt with within the framework of and in accordance with the EIB Group complaints policy (for further information visit <http://www.eib.org/about/publications/complaints-mechanism-policy.htm>).

6.1. Pre-selection

Expression of Interest will be assessed by the EIF for pre-selection on a “first come, first assessed” basis. When assessing the Expression of Interest, EIF will use its professional analysis and judgment.

The pre-selection comprises:

1. Pre-selection stage 1: Formal assessment of the Expression of Interest;
2. Pre-selection stage 2: Assessment of the Expression of Interest’s quality;
3. Pre-selection stage 3: Assessment of the contribution of the Expression of Interest to the overall Facility.

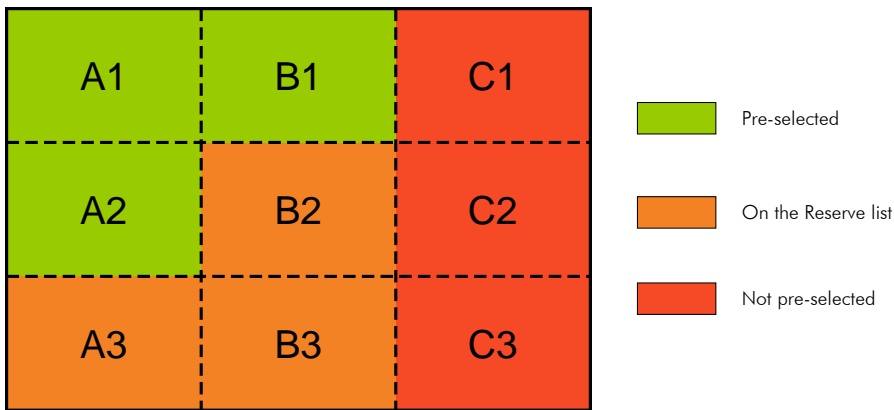
Only Expressions of Interest that pass pre-selection stage 1, as further described in the section 6.1.1, will go through to pre-selection stage 2, i.e. the quality assessment process.

During the quality assessment (further described in the section 6.1.2), EIF will evaluate the overall quality of the Expression of Interest. All criteria listed under section 6.1.2 are assessed at the discretion of EIF, giving a pre-defined weight to each one of these criteria. Based on the quality assessment, EIF shall assign the “quality score” to the Expression of Interest, being A, B or C.

In pre-selection stage 3 (further described in section 6.1.3), EIF will also assess the likely impact of the expected Portfolio indicated in the Expression of Interest on the aggregate Facility. Based on this assessment EIF shall assign the “portfolio score” to the Expression of Interest, being 1, 2 or 3.

Only Expressions of Interest with combined “quality” and “portfolio” scores A1, A2 or B1 are pre-selected. Expressions of Interest with combined scores A3, B2, B3 are included in a reserve list, which remains valid until the end of the Implementation Period (i.e. 31/12/2016). Expressions of Interest with combined scores C1, C2 or C3 are not pre-selected.

The Expression of Interest classification table below summarizes possible pre-selection outcomes:



All Applicants will be sent a notification about the result of the pre-selection process. Pre-selected Applicants are advanced to the Due Diligence phase (see section 6.2). Applicants on the reserve lists may be considered for pre-selection upon availability of the budgetary resources.

EIF may suspend or abandon the pre-selection process at any time and no Applicant may claim any right to be pre-selected or included on the reserve list.

6.1.1 Formal assessment

EIF shall assess whether the Expression of Interest for the Facility has been prepared in accordance with the provisions of this Call according to the formal criteria:

1. The Applicant (and any Participating Entity in case of joint Expressions of Interest):
 - a. is established and operating in the Kingdom of Spain;
 - b. is authorised to carry out its business in Spain under the applicable regulatory framework;
 - c. is not established in a Non-Cooperating Jurisdiction;
 - d. is not in the situation of exclusion, as validly represented in the form outlined in appendix 2 of Annex I to the Call;
 - e. does not perform any illegal activities according to the applicable legislation of the country of establishment of the Applicant (or Participating Entity), as validly represented in the Expression of Interest;
2. The Expression of Interest has been submitted and prepared in accordance with the Call and that all required representations, information and supporting documentation required thereunder are provided (in the form requested, where specified).

The Expressions of Interest that do not conform to the formal criteria are rejected. In case of joint Expressions of Interest, if the Applicant or any Participating Entity covered by the Expression of Interest does not comply with the formal criteria, the entire Expression of Interest is rejected.

6.1.2 Quality assessment

After successful assessment of the formal criteria, and after having obtained any additional information or clarifications from Applicants, if and as needed, the EIF will perform a quality assessment of the Applicants (and any Participating Entities in case of joint Expressions of Interest) according to the criteria set out below, in no particular order of priority:

1. Quality and plausibility of the Facility implementation proposal, with particular focus on: implementation and rollout strategy, marketing and publicity of the Facility, strategy of the branch network (including incentives for sales force, proposed volumes, financial products used under the Facility, expected Beneficiary Transaction size).
2. Financial standing of the Applicant (and any Participating Entities as the case may be) as evidenced by its external credit rating and/or by the EIF financial analysis of the Applicant/Participating Entity;
3. Operational capability of the Applicant (and any Participating Entities as case may be) to assess and manage risk;
4. Ability to provide the required data for EIF to properly conduct its analysis and assessment of the Applicant's track record and future activity;
5. Experience and ability of the Applicant (and any Participating Entities in case of joint Expressions of Interest) to provide or to support financing to SMEs within a predefined timeframe (i.e. absorption capacity in the relevant Regions). This shall be assessed by EIF based inter alia on: track record of financing SMEs and the business plan for building a Portfolio);
6. Envisaged composition of the Portfolio, including its proposed geographical distribution by reference to the Regional Contributions, credit quality, granularity and diversification;
7. In addition to the Total Benefit, which is compulsory, proposed improvements (e.g. pricing reduction on the non-guaranteed portion of the Portfolio, or reduction of the requested level of collateral), if any, to the terms offered to SMEs as compared to

- standard conditions for SMEs;
8. Ability to comply with the specific reporting requirements.

6.1.3. Facility and Portfolio assessment

EIF will also consider, *inter alia*, the proposed geographical distribution by reference to the Regional Contributions as well as the appropriate composition of the Facility aggregate portfolio between Guarantees and Counter-Guarantees, adequate credit risk profile, granularity and diversification of the overall portfolio. The credit risk contribution of the proposed Portfolio to the Facility shall be confirmed at the Selection stage (see 6.3) based on the results of the due diligence stage (see 6.2).

6.2. Due diligence

Pre-selected Expressions of Interest will be followed up with the due diligence process, carried out in accordance with the EIF's internal rules and procedures, where financial and operational matters relating to the Facility's implementation shall be analysed in more detail. The aim of the due diligence is to assess, *inter alia*, the ability to build up the envisaged Portfolio, the transfer of Total Benefit⁷, the risk profile of the envisaged Portfolio, the quality of origination, marketing and publicity of the Facility, strategy of the branch network (including incentives to sell for sales force), risk management, collection recovery/workout processes, systems and ability to comply with the reporting requirements. The due diligence may comprise an on-site visit, which shall be at the discretion of the EIF. The due diligence process does not comprise legal negotiations.

6.3. Selection

Subject to the satisfactory outcome of a due diligence, the Applicant is selected. EIF may request its Board approval for a (Counter-)Guarantee Agreement to be entered into with the selected Financial Intermediary under the Facility. EIF has no obligation to enter into a (Counter-)Guarantee Agreement with a selected Applicant.

6.4 Potential reallocations during implementation of the Facility

With a view to maximising the efficient use of the resources of the Facility, EIF shall have sole discretion to allocate any available amounts to Financial Intermediaries that out-perform initial expectations on the build-up of the relevant Portfolio.

In addition, Portfolios may be reduced and funds re-allocated between Financial Intermediaries in order to target an efficient use of the Facility during the build-up of the relevant Portfolios, including on the matter of geographical distribution of the Portfolios.

⁷ EIF shall request from the Applicant information on interest spread components, including a) administrative costs component, b) standard credit risk premium, split by risk category of the borrower and c) cost of capital.

7. Publishing of information on the Financial Intermediaries, Financial Sub-Intermediaries and On-lending Banks

EIF may publish, from time to time, on its website a list of Financial Intermediaries, Financial Sub-Intermediaries and On-lending Banks, which may include the name and the registered addresses of the Financial (Sub-) Intermediaries and On-lending Banks, types of the contract entered into (a Guarantee or a Counter-Guarantee) and, in the case of Financial Intermediaries only, the respective (Counter-) Guarantee amounts. EIF may also publish a list of SMEs benefiting from the Guarantee Agreement, as further detailed in Annex II and Annex III to this Call.

The Financial Intermediary, Financial Sub-Intermediary or an On-Lending Bank may, prior to receiving financial support under the Facility, decide not to agree in writing to the publication requirement if it risks harming its commercial interests or risks threatening the rights and freedoms of individuals concerned as protected by the Charter of Fundamental Rights of the European Union. In addition such publication shall not be required if it would be illegal under the applicable laws and regulations⁸.

8. Definitions and Interpretation

In this Call, capitalised terms and expressions shall have the meaning attributed to them below or as elsewhere defined in this document and its Annexes, unless the context requires otherwise.

Adhering Autonomous Community ("Region")	Each of the Spanish regions or Autonomous Cities that indirectly committed to the SME Initiative Spain and is listed in the Single Dedicated National Programme; namely: Andalucía, Aragón, Illes Balears, Cataluña, Canarias, Cantabria, Castilla y León, Castilla la Mancha, Extremadura, Galicia, Comunidad de Madrid, Región de Murcia, País Vasco, La Rioja, Comunidad Valenciana, Ciudad Autónoma de Ceuta.
Applicant	Means an entity applying to this Call as a potential Financial Intermediary.
Beneficiary Transaction	Means: a) In case of a Guarantee: any Eligible SME Loan, for the avoidance of doubt also in the case of On-Lending Banks; b) In case of a Counter-Guarantee: any Guarantee Transaction.
Commission Recommendation	Commission Recommendation 2003/361/EC (OJ L124, 20.05.2003, "concerning the definition of micro, small and medium-sized enterprises" notified under document number C(2003) 1422) , as amended, restated, supplemented and/or substituted from time to time.

⁸ As substantiated by an intermediary with a legal opinion.

(Counter-) Guarantee Agreement	Means a guarantee or counter-guarantee agreement, as applicable, entered into between a Financial Intermediary and the EIF in connection with the Facility.
Deadline	Means 30 September 2016 or such different date as announced officially in the Facility section of EIF's website.
Eligible Beneficiary Transaction	Means a Beneficiary Transaction which complies with the ESIF Eligibility Criteria
Eligible SME Loan	Means a debt financing (including a loan, in the form of term loan or revolving credit line, or finance lease) provided directly or indirectly (through a sub-intermediary) by a Financial Intermediary to an SME and which complies with all the relevant Eligibility Criteria
ESIF Eligibility Criteria	Means: (i) in the case of a Guarantee, jointly the SME Eligibility Criteria and SME Loan Eligibility Criteria as defined in the Annex II (Indicative Guarantee Term Sheet), and (ii) in the case of a Counter-Guarantee, jointly the SME Eligibility Criteria, the SME Loan Eligibility Criteria and the Guarantee Transaction Eligibility Criteria, as defined in the Annex III (Indicative Counter-Guarantee Term Sheet).
Expression of Interest	Means an application to this Call submitted to EIF by the Deadline, conforming to the provisions of Annex I to this Call.
Financial Intermediary	Means either: (a) Financial or credit institution duly authorised to carry out lending or leasing activities according to the applicable legislation, established and operating in the Kingdom of Spain. (b) Guarantee schemes, guarantee institutions or other financial or credit institutions duly authorized to issue guarantees according to the applicable legislation, established and operating in the Kingdom of Spain. Such institution shall comply with relevant standards and applicable legislation on the prevention of money laundering, the fight against terrorism and tax fraud to which it may subject, shall not be in any Condition of Exclusion and shall not be established in a Non-Cooperating Jurisdiction.
Horizon 2020 Eligibility Criteria	Means jointly the H2020 SME Loan Eligibility Criteria and the Innovation Eligibility Criteria as defined in the Annex II (Indicative Guarantee Term Sheet) or Annex III (Indicative Counter-Guarantee Term Sheet).
Inclusion Period	The period during which Eligible Beneficiary Transactions may be disbursed, such that they may be included by the FI in the Portfolio. Such period shall typically last between 18 and 36 months (unless terminated earlier because of a Trigger Event), provided that the Inclusion

	Period shall terminate no later than the Disbursement End Date.
Maximum Portfolio Volume	The maximum aggregate amount of initial principal of newly originated Eligible Beneficiary Transactions to be included in the Portfolio, as further described respectively in the Annex II (Indicative Guarantee Term sheet) and Annex III (Indicative Counter-Guarantee Term sheet).
Non-Cooperating Jurisdiction	A jurisdiction which does not co-operate with the European Union in relation to the application of the internationally agreed tax standard, or their tax practices do not follow the Commission Recommendation of 6.12.2012 regarding measures intended to encourage third countries to apply minimum standards of good governance in tax matters (C(2012)8805).
On-Lending Banks	In an indirect origination model, a financial or credit institution, which enters into an agreement with the Financial Intermediary (directly or through a pass-through financial or credit institution) to i) fund entirely or partially Beneficiary Transactions entered into by the relevant On-Lending Bank and the SME and ii) partially cover the exposure of the On-Lending Bank thereunder. On-Lending Banks (and any pass-through institutions, if any) shall meet, mutatis mutandis, the requirements for Financial Intermediaries.
Participating Entities	Means, in case a joint application to the Call is submitted covering the Applicant and at least one additional potential future Financial Intermediary, each and every additional potential future Financial Intermediary covered by such joint application.
Portfolio	Means the portfolio of Eligible Beneficiary Transactions originated directly or indirectly by the Financial Intermediary and covered by a (Counter-) Guarantee Agreement.
Single Dedicated National Programme	Means the document referring to the ESIF contribution made available by the Kingdom of Spain, submitted to the European Commission by the Kingdom of Spain and approved by the European Commission with Decision C(2014) 9886 on 12/12/2014.
SME	Micro, small or medium-sized enterprises made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million; as defined in the Commission Recommendation. For the avoidance of doubt, self-employed and entrepreneurs are to be considered as SMEs pursuant to this definition.
Total Benefit	Means the basis points reduction of the overall interest rate (through a reduction in the customary risk spread of the Eligible Beneficiary Transaction) charged by the Financial Intermediary (or Sub-Intermediary, as applicable) under the Eligible Beneficiary Transaction included in the

	<p>Portfolio.</p> <p>The Total Benefit, for the part of each Eligible SME Loan covered by the Guarantee, shall be given by the following formula:</p> <p>In the case of Guarantees: Total Benefit = standard credit risk premium – Guarantee Fee</p> <p>In the case of Counter-Guarantees: Total Benefit = standard guarantee risk premium – Counter-Guarantee Fee</p> <p>The FI shall undertake that amendments or changes to its credit policy from time to time shall in no circumstances adversely affect the mechanism of transfer of Total Benefit to the SMEs under the relevant SME Loan.</p> <p>The reduction shall be assessed and confirmed by EIF following analysis and due diligence.</p>
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