



March 15, 2018

Mr. Christopher Kirkpatrick  
Secretary  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street, NW  
Washington, DC 20581

**RE: ICE Clear Credit Swap Submission Related to Mandatory Clearing Determinations**

Dear Mr. Kirkpatrick:

ICE Clear Credit LLC (“ICE Clear Credit”) hereby submits (pursuant to the information requirements of Title 17 of the Code of Federal Regulations, Chapter 1 §39.5) to the U.S. Commodity Futures Trading Commission (“CFTC” or “Commission”) the 7-year tenor in series 26, 27, and 28 of the iTraxx Europe index, maturing on December 20, 2023, June 20, 2024 and December 20, 2024, respectively, (the “Index” or “Submitted Swaps”) for a mandatory clearing determination.

***§39.5 Review of swaps for Commission determination on clearing requirement.***

***(b) Swap submissions.***

***(2) A derivatives clearing organization shall submit swaps to the Commission, to the extent reasonable and practicable to do so, by group, category, type, or class of swaps.***

Table 1 below identifies the characteristics of the Submitted Swaps; specifically its type, region, rating and spread-level, as follows:

*Type*

The single-name Credit Default Swap (“CDS”) constituents of the Indices reference the debt of corporate entities (“Referenced Entities”).

*Region*

All Referenced Entities are incorporated in continental Europe.

*Rating*

All Referenced Entities are considered investment grade by the administrator of the Indices.

*Spread Level*

Not applicable. Applicable only when the reference entity selection criteria include spread-level.

**Table 1**

Index Classification				Index Name	Swap			
Type	Region	Rating	Spread Level		Series	Maturity	(Tenor)	Currency
Corporate Debt	Europe	Investment Grade	n/a	iTraxx Europe	28	12/20/2024	(7Y)	EUR
Corporate Debt	Europe	Investment Grade	n/a	iTraxx Europe	27	6/20/2024	(7Y)	EUR
Corporate Debt	Europe	Investment Grade	n/a	iTraxx Europe	26	12/20/2023	(7Y)	EUR

**§39.5(b)(3)(i) Statement of Eligibility**

*“A statement that the derivatives clearing organization is eligible to accept the swap, or group, category, type, or class of swaps for clearing and describes the extent to which, if the Commission were to determine that the swap, or group, category, type, or class of swaps is required to be cleared, the derivatives clearing organization will be able to maintain compliance with section 5b(c)(2) of the Act.”*

ICE Clear Credit is a Derivatives Clearing Organization (“DCO”) pursuant to Section 5b of the United States Commodity Exchange Act, as amended (the “CEA”), and as such is supervised by the CFTC. ICE Clear Credit became a DCO on July 16, 2011 pursuant to Section 725 of the Dodd-Frank Act (the “Conversion Date”), and since the Conversion Date, ICE Clear Credit has cleared commodity-based swaps similar to the Index submitted herein in compliance with section 5b(c)(2) of the CEA.

**§39.5(b)(3)(ii) Information Related to the Act’s Swap Submission Review Requirements**

*“A statement that includes, but is not limited to, information that will assist the Commission in making a quantitative and qualitative assessment of the following factors:”*

*(A) “The existence of significant outstanding notional exposures, trading liquidity, and adequate pricing data.”*

Table 2 below provides data describing the outstanding notional exposures, number of Clearing Participants at ICE Clear Credit and/or Clearing Members of ICE Clear Europe with un-cleared positions and adequacy of end-of-day pricing data for the Submitted Swaps.

*Index, Series and Tenor*

Three columns identify the Submitted Swaps by index, series and tenor.

Outstanding Positions among 16 ICE Clearing Entities

This column provides the gross notional amount of the positions in the Depository Trust & Clearing Corporation (“DTCC”) Trade Information Warehouse (“TIW”), as-of January 15, 2018, among 16 legal entities that are Clearing Participants of ICE Clear Credit (“CPs” or “Clearing Participants”) and/or Clearing Members of ICE Clear Europe. Please note that this does not include all Clearing Members / Clearing Participants.

EOD Price Collection Summary

ICE Clear Credit’s rules require CPs to submit end-of-day pricing data for any swap for which they have a relevant cleared interest. ICE Clear Credit recently demonstrated the ability of CPs to provide end-of-day price discovery submissions for the Indices. During a two-week price collection period from January 8 through January 19, 2018, ICE Clear Credit asked all 29 of its CPs to provide submissions for all Indices. This Table 2 entry consists of two columns summarizing the results of the two-week price collection period. The first column provides the number of CPs providing submissions. The second column provides the average dispersion of submissions. For the purposes of this analysis, ICE Clear Credit defines dispersion as the difference between the highest and lowest submission mid-level after removing the submissions of the two Affiliate Groups with the highest and lowest mid-levels from the sample. The table expresses dispersion as a percentage of the bid-offer width (“BOW”) established each day for the given swap by ICE Clear Credit.

**Table 2**

Index	Series	Tenor	Outstanding Positions Among 16 ICE Clearing Legal Entities <sup>1</sup>		ICC EOD Price Collection Summary <sup>2</sup>	
			One Sided Gross Notional (EUR millions)	Number of Entities with Positions	CPs Providing Submissions	Average Dispersion (% of ICE BOW) <sup>3</sup>
iTraxx Europe	28	7Y	0	0	26	43%
iTraxx Europe	27	7Y	100	2	26	35%
iTraxx Europe	26	7Y	602	5	26	36%

***(B) Clearinghouse Capabilities***

***“The availability of rule framework, capacity, operational expertise and resources, and credit support infrastructure to clear the contract on terms that are consistent with the material terms and trading conventions on which the contract is then traded.”***

Rule Framework – ICE Clear Credit maintains a comprehensive set of rules that are publicly available and may be viewed at [https://www.theice.com/publicdocs/clear\\_credit/ICE\\_Clear\\_Credit\\_Rules.pdf](https://www.theice.com/publicdocs/clear_credit/ICE_Clear_Credit_Rules.pdf) and are listed herein as Exhibit A.

Capacity, Operational Expertise and Resources – ICE Clear Credit is the largest, leading, and most active CDS clearinghouse in the world as measured by (1) number and diversification of cleared CDS contracts, (2) volume, (3) open interest, (4) amount of default resources (margin collateral and guaranty fund deposits), and (5) number

<sup>1</sup> Source: DTCC data providing positions among 16 unique legal entities that are CPs of ICE Clear Credit and/or Clearing Members of ICE Clear Europe, as-of January 15, 2018

<sup>2</sup> Price collection period from January 8, 2018 through January 19, 2018

<sup>3</sup> Average Dispersion calculated using Affiliate Group submissions

of active CDS Clearing Participants. Since its launch on March 9, 2009, ICE Clear Credit (f/k/a ICE Trust U.S. LLC) has cleared approximately 2,582,202 CDS transactions valued at approximately \$69.42 trillion dollars. ICE Clear Credit currently clears 145 CDS indices, 464 CDS corporate single names, and 35 sovereign single names. ICE Clear Credit currently maintains a cleared open interest valued at approximately \$1,087 billion. (additional ICE Clear Credit's statistics may be viewed at [www.theice.com/clear\\_credit.jhtml](http://www.theice.com/clear_credit.jhtml).)

The following financial institutions have been approved as ICE Clear Credit Clearing Participants: Bank of America, N.A., Barclays Bank PLC, Barclays Capital Inc., BNP Paribas, BNP Paribas Securities Corp., Citibank N.A., Citigroup Global Markets Inc., Credit Suisse International, Credit Suisse Securities (USA) LLC, Deutsche Bank AG, London Branch, Goldman, Sachs & Co., Goldman Sachs International, HSBC Bank USA, N.A., HSBC Bank plc, HSBC Securities (USA) Inc., J.P. Morgan Chase Bank, National Association, J.P. Morgan Securities LLC, Merrill Lynch International, Merrill Lynch, Pierce, Fenner & Smith, Incorporated, Morgan Stanley Capital Services LLC, Morgan Stanley & Co. LLC, Nomura International PLC, Nomura Securities International, Inc., Société Générale, SG Americas Securities LLC, The Bank of Nova Scotia, UBS AG, London Branch, UBS Securities LLC, and Wells Fargo Securities LLC.

Credit Support Infrastructure – As of January 15, 2018, ICE Clear Credit held approximately \$27 billion USD equivalent in margin collateral and approximately \$2.6 billion USD equivalent in guaranty fund deposits. On a daily basis, ICE Clear Credit processes millions of dollars in settlements.

***(C) Impact on Systemic Risk***

***“The effect on the mitigation of systemic risk, taking into account the size of the market for such contract and the resources of the derivatives clearing organization available to clear the contract.”***

The effect on mitigation of systemic risk from the clearing of the Submitted Swaps is believed to be material for the following reasons:

- The swap listed for clearing is actively traded with significant pre-clearing outstanding positions.
- ICE Clear Credit's CPs are amongst the most active CDS market participants and continue to clear a significant portion of their clearing-eligible portfolio.
- The multi-lateral netting achieved through the clearing process has been significant historically and has substantially reduced the number and notional amount of outstanding bi-lateral positions.
- ICE Clear Credit has developed a robust risk management framework that has been extensively reviewed by regulators, industry participants and third-party experts.
- ICE Clear Credit's price discovery process is working successfully to provide reliable inputs to its risk models.

***(D) Competition***

***“The effect on competition, including appropriate fees and charges applied to clearing.”***

ICE Clear Credit's fee structure is appropriate and its margin and guaranty fund computations suitably account for the risk brought to the clearinghouse.

***(E) Insolvency Protection***

***“The existence of reasonable legal certainty in the event of the insolvency of the relevant derivatives clearing organization or one or more of its clearing members with regard to the treatment of customer and swap counterparty positions, funds, and property.”***

ICE Clear Credit believes that there is reasonable legal certainty in the event of the insolvency of ICE Clear Credit or a CP with regard to the treatment of house and customer positions, funds and property in connection with the clearing of the submitted swap.

ICE Clear Credit’s CPs consist of several types of institutions, principally futures commission merchants (“FCMs”) (including FCMs that are also broker-dealers), U.S. banks and non-U.S. banks. In the event of a CP insolvency, ICE Clear Credit is of the view, based on the advice of counsel in the relevant jurisdictions, that ICE Clear Credit would be permitted to exercise its rights to close out house positions and apply margin and other property of the defaulting CP in accordance with its rules. With respect to customer positions, which must be carried through an FCM CP, the submitted swap would constitute “commodity contracts” for purposes of the commodity broker liquidation provisions of the U.S. Bankruptcy Code. Under the Bankruptcy Code and the Commission’s Part 190 regulations, ICE Clear Credit would have the ability to close out customer positions following the insolvency of the CP and/or, in appropriate circumstances, facilitate a transfer of such positions to another, solvent CP. Customer property provided in respect of submitted contracts would be subject to the protections for customer property under the Part 190 regulations for the cleared swaps account class. Under the Commission’s Part 22 regulations for cleared swaps, ICE Clear Credit is required to segregate cleared swap customer property. As such, customer property would be subject to distribution to cleared swap customers of the insolvent FCM in accordance with those regulations.

With respect to an ICE Clear Credit insolvency, ICE Clear Credit would itself be a commodity broker subject to the Bankruptcy Code and Part 190 regulations. ICE Clear Credit believes, based on the advice of counsel, that under the applicable provisions of those laws and regulations, ICE Clear Credit rules providing for the termination of all outstanding contracts and the application and/or return of remaining member and customer property to clearing participants would similarly be enforceable.

**§39.5(b)(3)(iii) Product Specifications**

***“Product specifications, including copies of any standardized legal documentation, generally accepted contract terms, standard practices for managing any life cycle events associated with the swap, and the extent to which the swap is electronically confirmable.”***

The submitted swap is electronically confirmable. Lifecycle events are processed by ICE Clear Credit and DTCC subject to determinations committee and industry groups. Product specifications are included below.

**26F. iTraxx Europe.**

The rules in this Subchapter 26F apply to the clearance of iTraxx Europe Untranchured Contracts.

**26F-102. Definitions.**

### **iTraxx Europe Untranching Contract**

A credit default swap in respect of any Eligible iTraxx Europe Untranching Index and governed by any iTraxx Europe Untranching Terms Supplement. An iTraxx Europe Untranching Contract is a CDS Contract for purposes of Chapter 20.

### **iTraxx Europe Untranching Publisher**

Markit Group Limited or its successor, or any successor sponsor of the Eligible iTraxx Europe Untranching Indexes it publishes.

### **iTraxx Europe Untranching Rules**

The rules set forth in Chapters 1 through 8 and 20 through 22, inclusive, as modified by the provisions of Subchapter 26E and this Subchapter 26F.

### **iTraxx Europe Untranching Terms Supplement**

Any one of the following:

- (a) The iTraxx Europe Untranching Standard Terms Supplement as published on November 23, 2009 together with the third paragraph of the form of confirmation published on November 23, 2009 with respect to such standard terms supplement (or any relevant electronic equivalent thereof).
- (b) The iTraxx Europe Legacy Untranching Standard Terms Supplement as published on or about September 20, 2014 together with the fourth paragraph of the form of confirmation published on or about September 20, 2014 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the “**Legacy 2014 Supplement**”).
- (c) The iTraxx Europe Untranching Standard Terms Supplement as published on or about September 20, 2014 together with the third paragraph of the form of confirmation published on or about September 20, 2014 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the “**New 2014 Supplement**”, and together with the Legacy 2014 Supplement, the “**2014 Supplements**”).
- (d) Such other supplement as may be specified in relation to any Eligible iTraxx Europe Untranching Index by ICE Clear Credit, including any successor to any of the documents listed in subparagraphs (a), (b) or (c) of this definition.

For purposes of each iTraxx Europe Untranching Contract, a reference in the iTraxx Europe Untranching Terms Supplement to an “iTraxx Master Transaction” shall be deemed a reference to an iTraxx Europe Untranching Contract.

## **Eligible iTraxx Europe Untranching Index**

Each particular series and version of an iTraxx Europe index or sub-index, as published by the iTraxx Europe Untranching Publisher, determined by ICE Clear Credit to be eligible and included in the List of Eligible iTraxx Europe Untranching Indexes.

## **List of Eligible iTraxx Europe Untranching Indexes**

The list of Eligible iTraxx Europe Untranching Indexes, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information with respect to each index:

- (a) the name and series, including any applicable sub-index designation;
- (b) the "Effective Date";
- (c) one or more eligible "Scheduled Termination Dates" and the applicable "Fixed Rate" for each such date;
- (d) the Relevant iTraxx Europe Untranching Terms Supplement;
- (e) the versions (and related annex dates) eligible for clearing (and, if applicable for the relevant index, the Applicable Credit Derivatives Definitions for each component); and
- (f) any inactive versions (and related annex dates), i.e., those that have been determined to be fungible with later versions.

## **Relevant iTraxx Europe Untranching Terms Supplement**

With respect to an Eligible iTraxx Europe Untranching Index, the iTraxx Europe Untranching Terms Supplement specified for such Eligible iTraxx Europe Untranching Index in the List of Eligible iTraxx Europe Untranching Indexes.

## **26F-309. Acceptance of iTraxx Europe Untranching Contracts by ICE Clear Credit.**

- (a) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a iTraxx Europe Untranching Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:
  - (i) at a time when the Fallback Settlement Method is applicable to a Credit Event with respect to such iTraxx Europe Untranching Contract; or
  - (ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for a Credit Event with respect to such iTraxx Europe Untranching Contract;

(such time with respect to any iTraxx Europe Untranching Contract, the "Clearance Cut-off Time"); provided that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clause (i) or (ii) above as the Clearance Cut-off Time with respect to any iTraxx Europe Untranching Contract. CDS Participants may again submit Trades for clearance as such iTraxx Europe Untranching Contract, and such Trades shall again be Conforming Trades, following receipt of notice from ICE Clear Credit that a Fungibility Date (as defined in Rule 26F-316) has occurred with respect to such iTraxx Europe Untranching Contract.

- (b) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

**26F-315. Terms of the Cleared iTraxx Europe Untranching Contract.**

- (a) Any capitalized term used in this Subchapter 26F but not defined in these iTraxx Europe Untranching Rules shall have the meaning provided in the Relevant iTraxx Europe Untranching Terms Supplement.
- (b) For purposes of the CDS Committee Rules, the CDS Region for each iTraxx Europe Untranching Contract is the European Region.
- (c) Each iTraxx Europe Untranching Contract will be governed by the Relevant iTraxx Europe Untranching Terms Supplement, as modified by these iTraxx Europe Untranching Rules. In the event of any inconsistency between the Relevant iTraxx Europe Untranching Terms Supplement or the Confirmation (including in electronic form) for a iTraxx Europe Untranching Contract and these iTraxx Europe Untranching Rules, these iTraxx Europe Untranching Rules will govern.

**26F-316. Updating Index Version of Fungible Contracts After a Credit Event or a Succession Event; Updating Relevant Untranching Standard Terms Supplement.**

- (a) Where the iTraxx Europe Untranching Publisher of an Eligible iTraxx Europe Untranching Index publishes one or more subsequent versions or annexes of the relevant series following a Credit Event or a Succession Event or circumstances giving rise to a Successor and Succession Date with respect to a Reference Entity included in such series, and the Board or its designee determines that iTraxx Europe Untranching Contracts referencing the earlier version or annex of such series are fungible with iTraxx Europe Untranching Contracts referencing a later version or annex of such series that is an Eligible iTraxx Europe Untranching Index and so notifies CDS Participants, iTraxx Europe Untranching Contracts referencing the earlier version or annex of such series shall become iTraxx Europe Untranching Contracts referencing such later version or annex of such series on the date determined by the Board or its designee (the "**Fungibility Date**"). Any iTraxx Europe Untranching Contracts referencing the earlier version or annex of such series submitted for clearing after the related Fungibility Date shall, upon acceptance for clearing, become a iTraxx Europe Untranching Contract



referencing the latest version or annex of such series that the Board or its designee has determined is fungible with such earlier version or annex.

- (b) Where a new version of the iTraxx Europe Untranching Terms Supplement (a “**New Standard Terms**”) is published as of a date that is subsequent to the date of the version that is specified as the Relevant iTraxx Europe Untranching Terms Supplement for any iTraxx Europe Untranching Contract(s) (the “**Existing Standard Terms**”), and the Board or its designee determines that iTraxx Europe Untranching Contracts referencing the Existing Standard Terms are fungible with iTraxx Europe Untranching Contracts referencing the New Standard Terms, and so notifies CDS Participants, iTraxx Europe Untranching Contracts referencing the Existing Standard Terms shall become iTraxx Europe Untranching Contracts referencing the New Standard Terms on the date determined by the Board or its designee (the “**Standard Terms Update Date**”) and each prior iTraxx Europe Untranching Terms Supplement subject to such determination, a “**Superseded Standard Terms**”). Any Trade referencing a Superseded Standard Terms submitted for clearing as a iTraxx Europe Untranching Contract shall, upon acceptance for clearing, become a iTraxx Europe Untranching Contract referencing the New Standard Terms.
- (c) The Board or its designee may determine a different Fungibility Date or Standard Terms Update Date applicable to individual iTraxx Europe Untranching Contracts or groups of iTraxx Europe Untranching Contracts or may determine a Fungibility Date or Standard Terms Update Date applicable to all iTraxx Europe Untranching Contracts referencing the earlier version or annex of a series described in clauses (a) or (b) of this Rule, as it deems appropriate.
- (d) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in iTraxx Europe Untranching Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the applicable 2014 Supplement as set forth in the List of Eligible iTraxx Europe Indexes in lieu of the Relevant iTraxx Europe Untranching Terms Supplement in effect prior to such date. The amendments made by this rule 26F-316(d) shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

#### **26F-317. Terms of iTraxx Europe Untranching Contracts.**

With respect to each iTraxx Europe Untranching Contract, the following terms will apply:

- (a) The following provisions will apply to each iTraxx Europe Untranching Contract or component thereof to which the 2003 Definitions apply under the Relevant iTraxx Europe Untranching Terms Supplement:

- (i) Section 3.2(c)(i) of the 2003 Definitions is hereby amended by replacing the “or” at the end of subparagraph (B) thereof with an “and” and adding the following as a new subparagraph (C):

“(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranchured Contracts; or”.

- (ii) For the purposes of any determination as to whether a Credit Event has occurred in respect of a Reference Entity or an Obligation thereof:

(A) at any time up to but excluding June 20, 2009; or

(B) if (1) a Credit Event Resolution Request Date occurs or (2) a Credit Event Notice and a Notice of Publicly Available Information are deemed delivered pursuant to Rule 2101-02(f) by a Notifying Party, in either case before June 20, 2009,

the Credit Event Backstop Date with respect to such determination shall be deemed to be the Effective Date.

- (iii) For the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity:

(A) at any time up to but excluding June 20, 2009; or

(B) if (1) a Succession Event Resolution Request Date occurs or (2) a Succession Event Notice is deemed delivered pursuant to Rule 2101-02(f), in either case before June 20, 2009,

the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date.

- (iv) Except for purposes of Rule 26F-317(a)(ii) and Section 1.23 of the 2003 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a iTraxx Europe Untranchured Contract for a Credit Event other than Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranchured Contract. Notwithstanding anything to the contrary in the 2003 Definitions or any Relevant iTraxx Europe Untranchured Terms Supplement, any delivery of a Credit Event

Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26F-317(a)(iv) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

- (v) Section 1.8(a)(ii)(A)(l)(3)(y) of the 2003 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.
  - (vi) Section 1.30 of the 2003 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” in clause (ii) of the last sentence thereof with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.
  - (vii) With respect to iTraxx Europe Untranchured Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the 2003 Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the 2003 Definitions.
- (b) The following provisions will apply to each iTraxx Europe Untranchured Contract or component thereof to which the 2014 Definitions apply under the Relevant iTraxx Europe Untranchured Terms Supplement:
- (i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the “.” at the end of subparagraph (B) thereof with “; and” and adding the following as a new subparagraph (C):

“(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranchured Contracts.”.
  - (ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a iTraxx Europe Untranchured Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules

only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranching Contract. Notwithstanding anything to the contrary in the 2014 Definitions or the Relevant iTraxx Europe Untranching Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26F-317(b)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid. For the avoidance of doubt, Section C.3 of the Legacy 2014 Supplement and Section 5.7 of the New 2014 Supplement shall not apply.

- (iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.
- (iv) With respect to iTraxx Europe Untranching Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.
- (c) The Settlement Method for particular iTraxx Europe Untranching Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.
- (d) Notwithstanding anything to the contrary in the Relevant iTraxx Europe Untranching Terms Supplement, the Reference Obligation for purposes of a New Trade (as defined therein) will be the Reference Obligation for the Restructured Entity in question as specified by ICE Clear Credit following consultation with the CDS Risk Committee (which for the avoidance of doubt may be determined by reference to any Standard Reference Obligation).
- (e) The following terms will apply to each iTraxx Europe Untranching Contract:
  - (i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

- (ii) The “Source of Relevant Annex” is “Publisher” (if applicable under the Relevant iTraxx Europe Untranching Terms Supplement).
  - (iii) The “Effective Date” is the date specified in the List of Eligible iTraxx Europe Indexes for the relevant Index.
  - (iv) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.
  - (v) There are no “Excluded Reference Entities” (in the case of a Relevant iTraxx Europe Untranching Terms Supplement prior to the 2014 Supplements).
  - (vi) “De Minimis Cash Settlement” under the Relevant iTraxx Europe Untranching Terms Supplement is not applicable.
  - (vii) The “Fixed Rate” is the rate specified in the List of Eligible iTraxx Europe Indexes for the relevant Index and Scheduled Termination Date.
  - (viii) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a iTraxx Europe Untranching Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such iTraxx Europe Untranching Contract is accepted for clearing pursuant to Rule 309.
- (f) For each iTraxx Europe Untranching Contract, the following terms will be determined according to the particular iTraxx Europe Untranching Contract submitted for clearing:
- (i) Which of the Eligible iTraxx Europe Untranching Indexes is the “Index”.
  - (ii) The “Annex Date”.
  - (iii) The “Trade Date”.
  - (iv) Which of the eligible Scheduled Termination Dates specified for the Index in the List of Eligible iTraxx Europe Untranching Indexes is the “Scheduled Termination Date”.
  - (v) The “Original Notional Amount”.
  - (vi) The “Floating Rate Payer”.
  - (vii) The “Fixed Rate Payer”.
  - (viii) The “Initial Payment Payer”.
  - (ix) The “Initial Payment Amount”.

**§39.5(b)(3)(iv) Participant Eligibility**

*“Participant eligibility standards, if different from the derivatives clearing organization’s general participant eligibility standards.”*

The participant eligibility standards related to the Index are not different from ICE Clear Credit’s general participant eligibility standards.

**§39.5(b)(3)(v) Price Discovery**

*“Pricing sources, models, and procedures, demonstrating an ability to obtain sufficient price data to measure credit exposures in a timely and accurate manner, including any agreements with clearing members to provide price data and copies of executed agreements with third-party price vendors, and information about any price reference index used, such as the name of the index, the source that calculates it, the methodology used to calculate the price reference index and how often it is calculated, and when and where it is published publicly.”*

See the ICE Clear Credit End-of-Day Price Discovery Policies and Procedures attached hereto as Confidential Exhibit B.

See Markit Data and Settlement Price Data License Agreement dated March 6, 2009, previously submitted as Confidential Exhibit C on March 27, 2012.

See Amendment to Markit Data and Settlement Price Data License Agreement dated December 17, 2010, previously submitted as Confidential Exhibit D on March 27, 2012.

**§39.5(b)(3)(vi) Risk Management**

*“Risk management procedures, including measurement and monitoring of credit exposures, initial and variation margin methodology, methodologies for stress testing and back testing, settlement procedures, and default management procedures.”*

See the ICE Clear Credit Risk Management Framework attached hereto as Confidential Exhibit E. See the ICE Clear Credit Risk Management Model Description document attached hereto as Confidential Exhibit F.

See the ICE Clear Credit Risk Management Backtesting Framework attached hereto as Confidential Exhibit G.

See the ICE Clear Credit Risk Management Stress Testing Framework attached hereto as Confidential Exhibit H.

**§39.5(b)(3)(vii) Rules, Policies and Procedures**

ICE Clear Credit maintains a comprehensive set of rules that are publicly available and may be viewed at [https://www.theice.com/publicdocs/clear\\_credit/ICE\\_Clear\\_Credit\\_Rules.pdf](https://www.theice.com/publicdocs/clear_credit/ICE_Clear_Credit_Rules.pdf) and are listed herein as Exhibit A.

See the ICE Clear Credit Risk Management Framework attached hereto as Confidential Exhibit E. See the ICE Clear Credit Risk Management Model Description document attached hereto as Confidential Exhibit F.

**§39.5(b)(3)(viii) Communication to Members Regarding this Submission**

*“A description of the manner in which the derivatives clearing organization has provided notice of the submission to its members and a summary of any views on the submission expressed by the members (a copy of the notice to members shall be included with the submission.)”*

ICE Clear Credit posted a copy of this submission (absent any confidential exhibits) on its public website on March 15, 2018. Written comments relating to the submission have not been solicited or received. ICE Clear Credit will notify the CFTC of any written comments received by ICE Clear Credit.

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Pursuant to applicable law, ICE Clear Credit respectfully requests confidential treatment of the confidential exhibits attached as part of this submission and any other information or documents which may at any time be submitted in connection with this submission and which may be marked “Confidential” or for which confidential treatment may be requested.

Confidential treatment of the confidential exhibits attached as part of this submission and any subsequent related documents is justified under the Freedom of Information Act, 5 U.S.C. § 552, *et seq.* and the Rules Regarding Availability of Information, 12 C.F.R. § 261.15 (2006). The confidential exhibits attached as part of this submission contain confidential business and commercial information regarding (together with confidential intellectual property) related to ICE Clear Credit’s clearing facility for credit default swaps and ICE Clear Credit’s clearing participants, the disclosure of which could have a material adverse effect on, and cause injury to, the operations and competitive position of ICE Clear Credit and its clearing participants. We believe that the confidential exhibits are entitled to protection pursuant to exemptions (b)(4) and (b)(8) of the Freedom of Information Act. In particular, the confidential exhibits provide information that is useful to potential competitors and would be competitively harmful to ICE Clear Credit and its clearing participants if disclosed to the public.

In the event that a determination is made to release any confidential portion of this submission, we respectfully request an opportunity to discuss or to revise as appropriate prior to such release.

\*\*\*\*\*

If you should have any questions or comments, please do not hesitate to contact me at 312-836-6742.

Respectfully submitted,



Eric Nield  
General Counsel

Mr. Christopher Kirkpatrick  
Commodity Futures Trading Commission

March 15, 2018

cc: Peter Kals, U.S. Commodity Futures Trading Commission  
Julie Mohr, U.S. Commodity Futures Trading Commission  
Tad Polley, U.S. Commodity Futures Trading Commission  
Joe Opron, U.S. Commodity Futures Trading Commission  
Stan Ivanov, ICE Clear Credit LLC  
Richard Jordan, ICE Clear Credit LLC  
Donald Sternard, ICE Clear Credit LLC  
Ian Springle, ICE Clear Credit LLC  
Heidi Rauh, ICE Clear Credit LLC  
Sarah Williams, ICE Clear Credit LLC  
Maria Zyskind, ICE Clear Credit LLC  
FOIA Office

Enc: Exhibit A – ICE Clear Credit Rules available at:  
[https://www.theice.com/publicdocs/clear\\_credit/ICE\\_Clear\\_Credit\\_Rules.pdf](https://www.theice.com/publicdocs/clear_credit/ICE_Clear_Credit_Rules.pdf)  
Confidential Exhibit B – ICE Clear Credit End-of-Day Price Discovery Policies and Procedures  
Confidential Exhibit E – ICE Clear Credit Risk Management Framework  
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