

# U.S. Treasury Auctions Submitter Agreement

## Definitions

1. In this Agreement, "you" and "your" refers to the institution submitting the agreement. **Please print your institution's legal name, address, and ABA number (if applicable) in the space provided below.**

**Institution Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/ZIP:** \_\_\_\_\_

**ABA:** (if applicable) \_\_\_\_\_

2. In this Agreement, "we" or "us" refers to the Secretary of the Treasury and the Secretary's representatives at the U.S. Department of the Treasury and/or the Bureau of the Public Debt. The term also extends to Federal Reserve Banks designated by Treasury to act on its behalf.
3. In the section herein entitled, "Terms and Conditions," the term "service provider" refers to the entity or institution with whom you have contracted or made arrangements to enter and transmit bids on your behalf.

## Terms and Conditions

1. You **certify** that for every bid you submit, you will comply with the following:
  - The regulations in **31 CFR Part 356** (governing the sale and issue of Treasury Securities);
  - The applicable offering announcement;
  - The regulations in **31 CFR Part 370** (governing electronic transactions);
  - The regulations in **31 CFR Part 357** (governing *TreasuryDirect* transactions);
  - **Federal Reserve System Operating Circular No. 5** (governing electronic access standards and requirements).
2. You **certify** that all information submitted to us on your behalf is accurate, true, and complete and that, to the best of your knowledge, all information submitted on behalf of your customers is accurate, true, and complete and is based on information given to you by your customers or intermediaries.
3. You **certify** that, if any information in this Agreement changes, you will notify us immediately and update this Agreement in the manner that we require.
4. You **certify** that you will not conduct a transaction in an attempt knowingly or willfully to defraud and that you will not knowingly or willfully make any oral or written statements (including information submitted electronically) that is false or misleading, or which omits any fact necessary to make such statements not misleading.
5. The presentment of electronic authentication credentials (such as logon IDs and passwords) by those individuals you authorize to access *TAAPSLink* will serve as that individual's electronic signature for all transactions submitted to us while that individual uses those credentials to access our electronic systems. Any transaction conducted electronically is the equivalent of a written transaction. You are responsible for all transactions that occur in our electronic systems, whether or not you authorized such transactions.

6. You **certify** that each individual who has authentication credentials for Treasury auction applications will keep his/her electronic authentication credentials strictly confidential. You must take action to stop access and notify us immediately if:
  - Any individual no longer requires, or should not have, access to our electronic auction systems; or
  - Any individual may have had their electronic authentication credentials compromised.
7. The timestamp of an auction bid represents the time when we receive it. We may provide one or more confirmation messages upon our receipt of an auction bid. Our determination of the official time of receipt of an auction bid is final.
8. We are not liable for any disruptions, errors or failures in the operation of any computer systems or communication facilities or lines between you and us. We are not liable for delays in the submission or receipt of bids.
9. We reserve the right to limit, condition, suspend or terminate the *TAAPSLink* access rights and privileges of any or all *TAAPSLink* users. We reserve the right to accept, reject or refuse to accept any and all bids.
10. This agreement must be renewed annually. For you to terminate this Agreement, you must provide us not less than five (5) business days prior written notice. A "business day" is the day other than a Saturday, Sunday, or other day on which we are not open for business. We may terminate this agreement at any time without prior notice.
11. In those cases where an auction bid is transmitted by a service-provider on your behalf, you are responsible to the same extent had the bid been transmitted by you.
12. In those cases where awarded securities are to be delivered to your securities account at a Federal Reserve Bank, and you have a funds account at such Federal Reserve Bank, you authorize us to charge your funds account upon delivery of the securities, unless other prior arrangements for payment have been made.
13. You must review any information about a submission that we make available to you, such as the award notification. You must notify us immediately of any errors in this information **before** we issue securities to you. If you notice an error, or if upon reasonable review an error should have been noticed by you, and you fail to report the error to us before we issue securities to your account, we shall not be liable for any losses incurred as a result of issuance consistent with the information in the award notification we provided.
14. After we issue securities awarded in an auction, if we reject a bid or determine that a transaction is unauthorized or in violation of law, we reserve the right to require you to return any securities improperly issued to you. If you no longer have possession of the securities, we reserve the right to, upon notice, require that you obtain securities of the same term and maturity and provide those securities to us.
18. **We reserve the right to reject this form if it is not an original, does not contain original signatures (stamped signatures are unacceptable), or is altered in any manner.**

**Paperwork Reduction Act Notice.** We estimate it will take you about 05 minutes to complete this form. However, you are not required to provide information requested unless a valid OMB control number is displayed on the form. Any comments or suggestions regarding this form should be sent to the Bureau of the Public Debt, Forms Management Officer, Parkersburg, WV 26106-1328.

# Agreement to Terms

This "Agreement to Terms" must be signed by an individual(s) authorized in accordance with your by-laws or by a resolution of your Board of Directors, or other authorization, to commit your institution to the terms and conditions of this Agreement. By signing below, the individual(s) agrees on behalf of the institution to the terms and conditions of this Agreement.

TYPE OR PRINT CLEARLY IN INK ONLY. \*Denotes Required Fields

\* Institution Name: \_\_\_\_\_

\* Print Name of Primary Approving Officer: \_\_\_\_\_

\* Title: \_\_\_\_\_ \* Phone: \_\_\_\_\_

\* Signature of Primary Approving Officer: \_\_\_\_\_ \* Date: \_\_\_\_\_

(Appointing a Secondary Approving Officer is optional but highly recommended)

Print Name of Secondary Approving Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Secondary Approving Officer: \_\_\_\_\_ Date: \_\_\_\_\_

\* Affixing of Corporate Seal or Medallion Stamp: Affix Corporate Seal Here:

If the institution has a corporate seal,  
it **must** be placed on this Agreement.

\* Print Name of Officer Affixing Seal: \_\_\_\_\_ \* Title: \_\_\_\_\_  
(Officer affixing seal cannot be Primary Approving Officer listed above)

\* Signature of Officer Affixing Seal: \_\_\_\_\_ \* Date: \_\_\_\_\_

If the institution does not have a corporate seal,  
a medallion stamp **must** be placed on this Agreement  
**and** the certification below **must** be completed. Affix Medallion Stamp Here:

I certify that \_\_\_\_\_ [name of Primary Approving Officer listed above], whose identity and position is known or was proven to me, personally appeared before me at [Time] \_\_\_\_\_ on [Date] \_\_\_\_\_ at [Location] \_\_\_\_\_ and signed this document.

Print Name of Certifying Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Certifying Officer: \_\_\_\_\_ Date: \_\_\_\_\_

This section for official use only		
Received by: _____	Entered by: _____	Approved by: _____
Date: _____	Date: _____	Date: _____