



Capped Counter-Guarantee under the  
Cultural and Creative Sectors Guarantee Facility  
Indicative Term Sheet

***Important Disclaimer***

This summary term sheet is for information purposes only. This document is an outline of the principal terms and conditions for the product described herein, which are subject to change and non-exhaustive.

This document is intended to provide a basis for discussions and does not constitute a recommendation, a solicitation, an offer or a binding commitment – either implicit or explicit – on the part of the European Investment Fund (“EIF” or the “**Relevant Entity**”) and/or any other person to enter into one or more transaction(s). Any finance commitment by the Relevant Entity can only be made, *inter alia*, after appropriate approval, conclusion of legal due diligence and finalisation of the required legal documentation. The Relevant Entity does not act as adviser to you or owe you any fiduciary duty. The Relevant Entity does not make any representations or warranties (whether explicitly or implicitly) with respect to the information contained in this document.

**Overview of the Capped Counter-Guarantee**

The credit risk protection shall be provided through a counter-guarantee which shall be issued by EIF (the “**Counter-Guarantor**”) acting on behalf of the European Commission for the benefit of a selected financial intermediary (the “**Financial Intermediary**”) complying with the criteria set out herein.

It shall partly cover the credit risk associated with eligible Debt Financing granted to SMEs and Small Public Enterprises (“**Final Recipient Transactions**”) by Financial Sub-Intermediaries included in the portfolio of guarantees (the “**Portfolio of Intermediary Transactions**”). Intermediary Transactions shall be covered at a guarantee rate of up to 70% and typically set at its maximum. With respect to COVID-19 CCS GF Intermediary Transactions, the Guarantee Rate shall not exceed 90% and is typically set at its maximum (the “**Counter-Guarantee Rate**”). For the purpose of alignment of interest, the Financial Intermediary will have to retain a minimum 20% exposure of the outstanding global principal amount of the Intermediary Transactions included in the Portfolio, except with respect to COVID-19 CCS GF Intermediary Transactions, for which a risk retention of 10% shall be ensured.

The Counter-Guarantee is subject to a cap amount (the “**Counter-Guarantee Cap Amount**”). This Counter-Guarantee Cap Amount is calculated as follows:

Actual Portfolio Volume (i.e. the portfolio volume calculated as the sum of the guaranteed principal amount of all eligible Intermediary Transactions issued by the Financial Intermediary as evidenced in the last Report received by the EIF prior to any such calculations) x Counter-Guarantee Rate (as defined in the table below) x Counter-Guarantee Cap Rate (as defined in the table below).

The Counter-Guarantee shall constitute a financial counter-guarantee and shall cover losses (relating to unpaid principal and interest of a Final Recipient Transaction for which the Intermediary Transaction was providing credit risk cover, further reduced pro-rata by any recovered amounts) incurred by the Financial Intermediary in respect of the guaranteed part of each defaulted eligible Intermediary Transaction up to the Counter-Guarantee Cap Amount (the “Counter-Guarantee”).

The capped Counter-Guarantee will be provided by EIF free of charge to the Financial Intermediary.

In addition to the Counter-Guarantee, Financial Intermediaries may opt in to participate in Capacity Building, which is the provision of expertise on aspects related to financing in the CCS by Capacity Building Provider(s) selected by EIF. Capacity Building is also free of charge. The terms of the Capacity Building are explained in Annex IV of this Call for Expression of Interest.

The origination, due diligence, documentation and servicing of the Intermediary Transactions shall be performed by the Financial Intermediary in accordance with its standard origination and servicing procedures. Intermediary Transactions (according to pre-defined eligibility criteria on a transaction-by-transaction and portfolio basis) will be automatically covered, by way of submitting inclusion notices to the EIF on a quarterly basis until the end of the relevant Inclusion Period (as defined below). In parallel, the Financial Sub-Intermediary(ies) shall retain the direct client credit relationship with each Final Recipient (according to pre-defined eligibility criteria on a transaction-by-transaction and portfolio basis).

### Complementarity with other financial instruments

- *Financial Instruments providing liquidity:* The Counter-Guarantee provided under the CCS GF will provide partial credit risk protection for a portfolio of Intermediary Transactions. If Financial Intermediaries and/or Financial Sub-Intermediaries deem it necessary and if available to them, e.g. through national or regional programmes or through other institutions, they may combine the credit risk protection provided under the CCS GF with pure liquidity financial instruments supported through other sources (e.g. supplementary EIB global loans which would bring the potential to gain access to cheaper funding and pass on a lower interest rate to Final Recipients through a reduction of the funding margin).
- *Financial Instruments providing partial credit risk protection:* As indicated above, Counter-Guarantees issued under the CCS GF will provide partial credit risk protection. If Financial Intermediaries deem it necessary and if available to them, e.g. through national or regional programmes or through other institutions, they may combine the credit risk protection provided under the the CCS GF with an additional credit-risk protection instrument for such portfolio, provided that, for alignment of interest, the Financial Intermediary must retain an economic exposure of at least 20% of the outstanding global principal amount of the Intermediary Transactions included in the Portfolio, except with respect to COVID-19 CCS GF Intermediary Transactions, for which a risk retention of 10% shall be ensured.

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**Indicative terms of the Counter-Guarantee**

CCS	Means all cultural and creative sectors whose activities are based on cultural values and/or artistic and other creative expressions, whether those activities are market- or non-market-oriented, whatever the type of structure that carries them out, and irrespective of how that structure is financed. Those activities include the development, the creation, the production, the dissemination and the preservation of goods and services which embody cultural, artistic or other creative expressions, as well as related functions such as education or management. The cultural and creative sectors include <i>inter alia</i> architecture, archives, libraries and museums, artistic crafts, audiovisual (including film, television, video games and multimedia), tangible and intangible cultural heritage, design, festivals, music, literature, performing arts, publishing, radio and visual arts. A table listing NACE classes corresponding to the CCS definition is attached to Annex I and Annex II as Sub-Annex I (as amended from time to time).
CCS Project	Means a project which falls under one of the NACE Codes listed in Sub-Annex 1.
EU Policy Objective	<p>The cultural and creative sectors guarantee facility (the “<b>Cultural and Creative Sectors Guarantee Facility</b>” or “<b>CCS GF</b>”) aims at increasing access to finance of SMEs and Small Public Enterprises in the CCS through the provision of (<b>Counter-) Guarantees</b>. These Sectors count on specificities which make increasingly difficult the provision of finance to SMEs and Small Public Enterprises due to, <i>inter alia</i>, the intangible nature of their assets, prototype profile of their activities and the intrinsic need to take risks and experiment in order to innovate.</p> <p>Additionally, the CCS GF aims at improving the capacity of participating Financial Intermediaries to assess the risks associated with the CCS and with their projects through the provision of expertise in order to increase their understanding of the CCS (<i>inter alia</i> in aspects such as the intangible nature of collateral assets, the size of the market lacking critical mass, and the prototype nature of products and services). This provision of expertise takes place through the <b>Capacity Building</b> feature of the CCS GF. Financial Intermediaries receiving Guarantees may opt in to Capacity Building on a voluntary basis and free of charge.</p> <p>The main terms of the Capacity Building are explained in Annex IV of the Call for Expression of Interest.</p>

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<p><b>Structure</b></p>	<p>First loss Portfolio Counter-Guarantee providing partial credit risk coverage on a guarantee-by-guarantee basis for the creation of a portfolio of eligible Intermediary Transactions. The Counter-Guarantee, provided by EIF but financed by the European Union under the Creative Europe Programme, shall cover Losses incurred by the Financial Intermediary at a Counter-Guarantee Rate subject to the Counter-Guarantee Cap Rate. Losses covered by the Counter-Guarantee in respect of the Portfolio of eligible Intermediary Transactions shall in aggregate not exceed the Cap Amount stipulated in the Counter-Guarantee agreement (the “<b>Counter-Guarantee Agreement</b>”) between EIF and the relevant Financial Intermediary.</p> <p>The maximum term of the Counter-Guarantee is 10 years. For the avoidance of doubt, Intermediary Transactions may have longer maturities.</p> <p>An indicative chart of the structure is set-out below :</p> <div data-bbox="526 801 1417 1534" data-label="Diagram"> </div>
<p><b>Participating Countries</b></p>	<p>As at the date of amendment of this Call of Expression of Interest, the countries covered by the CCS GF comprise the EU Member States, and the countries in the European Economic Area. Additional countries may potentially be added to the list of Participating Countries at a later stage. For up-to-date information please consult the Creative Europe Programme Portal:  <a href="https://ec.europa.eu/programmes/creative-europe/cross-sector/guarantee-facility_en">https://ec.europa.eu/programmes/creative-europe/cross-sector/guarantee-facility_en</a></p>
<p><b>Governing Law and Language</b></p>	<p>The terms of the Counter-Guarantee Agreement shall be in the English language and the Counter-Guarantee Agreement shall be governed by the laws of England.</p>

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<b>COVID-19 Support Period</b>	Period commencing on 1 April 2020 and ending on 31 March 2021 (included).
<b>COVID-19 Final Recipient Transaction</b>	Final Recipient Transaction which is originated in the COVID-19 Support Period.
<b>COVID-19 Intermediary Transaction</b>	Any guarantee instrument issued by the Financial Intermediary for the benefit of a Financial Sub-Intermediary, covering (directly or indirectly) a COVID-19 Final Recipient Transaction.
<b>Counter-Guarantee Currency</b>	The Counter-Guarantee shall be expressed in the Base Currency. All amounts and payments made under the Counter-Guarantee Agreement by and to the EIF shall be in the Base Currency. If an Intermediary Transaction is denominated in a currency other than the Base Currency, or a Loss has been incurred in a currency other than the Base Currency, or a Recovery is in a currency other than the Base Currency, the Counter-Guarantee Agreement shall specify an appropriate FX mechanism.
<b>Base Currency</b>	The Intermediary Transactions can be denominated in EUR or certain other currencies. If the Portfolio consists of Intermediary Transactions denominated in currencies other than EUR, one of such non-EUR currency may be designated as the Base Currency.
<b>Intermediary Transaction</b>	Means any guarantee instrument issued by the Financial Intermediary for the benefit of a Financial Sub-Intermediary, covering (directly or indirectly) a Final Recipient Transaction.
<b>Portfolio</b>	The portfolio of Intermediary Transactions covered by the Counter-Guarantee.
<b>Availability Period</b>	Unless otherwise specified in the Counter-Guarantee Agreement, a period starting within 6 months from the date of signature of the Counter-Guarantee Agreement until the end of which the relevant Financial Intermediary may approve Intermediary Transactions and shall usually cover a period of 2 to 3 years.
<b>Inclusion Period</b>	<p>Means a period starting on the same date as the Availability Period and ending on the day falling 9 months after the end of the Availability Period or on the Extraordinary Inclusion Period End Date. During this period, Intermediary Transactions shall be included in the Portfolio, provided that such transactions were approved before the end of the Availability Period and that the underlying Final Recipient Transactions have been at least partially disbursed.</p> <p>The inclusion of Intermediary Transactions shall occur automatically upon receipt by EIF of an inclusion notice submitted by the Financial Intermediary on a quarterly basis. For the avoidance of doubt, the Intermediary Transactions so included shall be covered by the Counter-Guarantee from the date on which such Intermediary Transactions have been entered into.</p>
<b>Extraordinary Inclusion Period End Date</b>	<p>Unless stipulated otherwise in the Counter-Guarantee Agreement, the earlier of:</p> <ol style="list-style-type: none"> <li>a) the date on which the EIF is effectively notified by the Financial Intermediary with the request to terminate the Inclusion Period;</li> <li>b) the date on which a Trigger Event occurred;</li> <li>c) the Termination Date.</li> </ol> <p>For the avoidance of doubt, the already included Intermediary Transactions would continue to be covered under the Counter-Guarantee Agreement.</p>

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<b>Financial Intermediaries</b>	Any entity (including guarantee schemes, guarantee institutions <sup>1</sup> or other financial or credit institutions) duly authorised to issue (counter-) guarantees according to the applicable legislation, established and operating in one or more Participating Countries. Such institutions shall comply with relevant standards and applicable legislation on the prevention of money laundering, the fight against terrorism, tax evasion and tax fraud to which it may be subject and shall not (other than as a result only of events or circumstances beyond the control of the Financial Intermediary) be established, and shall not maintain business relations which are covered by the CCS GF with entities incorporated, in territories determined as Non-Compliant Jurisdictions, as defined in the open call for expression of interest to select Financial Intermediaries under the CCS GF.
<b>Financial Sub-Intermediaries</b>	Any entity (including financial, guarantee or credit institutions) duly authorised to carry out financing according to the applicable legislation, established and operating in one or several of the Participating Countries. The Sub-Intermediaries shall meet <i>mutatis mutandis</i> the requirements for the Financial Intermediaries referred to above.
<b>Maximum Portfolio Volume</b>	The maximum aggregate amount of principal of Intermediary Transactions to be included in the Portfolio, as agreed in the Counter-Guarantee Agreement. The Maximum Portfolio Volume shall be denominated in the Base Currency.
<b>Actual Portfolio Volume</b>	Expressed in the Base Currency, the aggregate amount of the principal committed to be made available under newly originated Intermediary Transactions included in the Portfolio from time to time, provided that, for the avoidance of doubt: <ul style="list-style-type: none"> <li>i) if any underlying Final Recipient Transaction covered by an Intermediary Transaction is prepaid and/or repaid, then this shall not reduce the Actual Portfolio Volume;</li> <li>ii) if an Intermediary Transaction is excluded from the Portfolio as a result of the exclusion process described below, then such Intermediary Transaction may not be taken into account for the calculation of the Actual Portfolio Volume; and</li> <li>iii) the Actual Portfolio Volume may in no circumstances exceed the Maximum Portfolio Volume.</li> </ul> <p>On the earlier of:</p> <ul style="list-style-type: none"> <li>(i) the end of a disbursement period when amounts are available for utilisation by a Final Recipient, and</li> <li>(ii) the date falling 3 months after the end of the Inclusion Period,</li> </ul> the Actual Portfolio Volume will be adjusted in order to reflect the guaranteed aggregate principal amount of principal drawn by the Final Recipients prior to this date.
<b>Trigger Event</b>	Means any of the Portfolio Trigger Event and the Jurisdiction Tax Trigger Event.
<b>Jurisdiction Tax Trigger Event</b>	A trigger event shall occur if, during the Inclusion Period, the jurisdiction where the Financial Intermediary is established becomes a Non-Compliant Jurisdiction.
<b>Portfolio Trigger Event</b>	A trigger event shall occur if, on one or more specified date(s) during the Inclusion Period, the Actual Portfolio Volume does not reach a pre-agreed level.
<b>Losses</b>	The Counter-Guarantee shall cover Losses, at the relevant Counter-Guarantee Rate, subject to the Counter-Guarantee Cap Rate (i.e. up to the Counter-Guarantee Cap Amount) and having regard to the fixed recovery rate, if applicable), incurred by the

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<sup>1</sup> Including guarantee institutions covering risks of counter-guarantees.

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	Financial Intermediary. Losses mean any amounts due to be paid by the Financial Intermediary under the terms of the covered Intermediary Transaction following the occurrence of either a Transaction Default, a Transaction Acceleration or a Transaction Restructuring.
<b>Transaction Default</b>	<p>Means, in respect of a Final Recipient Transaction covered by an Intermediary Transaction and unless otherwise specified in the specific terms of the Counter-Guarantee Agreement, that:</p> <ul style="list-style-type: none"> <li>(i) the Financial Sub-Intermediary considers at any time (acting reasonably in accordance with its internal procedures) that a Final Recipient will be unlikely to meet its payment obligations under such Final Recipient Transaction (without recourse by the Financial Sub-Intermediary to action such as realisation of security)<sup>2</sup>; or</li> <li>(ii) a Final Recipient has failed to meet any payment obligation under the relevant Final Recipient Transaction which has continued for at least 90 consecutive calendar days.</li> </ul> <p>To cure a Transaction Default, the terms of the Intermediary Transaction and/or the Final Recipient Transaction may be amended.</p>
<b>Transaction Acceleration</b>	Means, in respect of a Final Recipient Transaction covered by the Intermediary Transaction, and unless otherwise specified in the specific terms of the Counter-Guarantee Agreement, the occurrence of an event of default (howsoever defined) under such Final Recipient Transaction which has entitled the Financial Sub-Intermediary to accelerate payment of any amounts owed to it and the Financial Sub-Intermediary has exercised such right of acceleration (or is prevented from exercising such rights of acceleration solely by application of mandatory laws and regulations preventing or staying the exercise of such right).
<b>Transaction Restructuring</b>	<p>Means, in respect of a Final Recipient Transaction that the Financial Sub-Intermediary agrees to the restructuring of such Final Recipient Transaction being such that either:</p> <ul style="list-style-type: none"> <li>(i) the amount of principal scheduled to be paid and/or any interest amount due by the relevant Final Recipient is reduced in order to improve the collectability of the claims arising from the relevant Final Recipient Transaction, or</li> <li>(ii) the maturity of the transaction is rescheduled, including inter alia by the introduction of a grace period or a payment date is rescheduled or waived, in order to improve the collectability of the claims arising from the relevant Final Recipient Transaction</li> <li>(iii) in each case in accordance with the Financial Sub-Intermediary's credit policy.</li> </ul>
<b>Counter-Guarantee Cap Rate</b>	The percentage of the portion of the Actual Portfolio Volume covered by the Counter-Guarantee. It will be set by EIF at 10%, 18% or 25% on a case-by-case basis, based on EIF's own judgement.

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<sup>2</sup> Also applicable to Final Recipient Transactions which convert to equity.

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<b>Counter-Guarantee Rate</b>	<p>The Counter-Guarantee Rate shall be up to 70% of each Intermediary Transaction covered by the Counter-Guarantee and will be typically set at its maximum. With respect to COVID-19 Financial Intermediary Transactions, the Guarantee Rate shall not exceed 90% and will be typically set at its maximum.</p> <p>In the case where more than one Guarantee Rate is available under a single Guarantee Agreement, the concept of Maximum Portfolio Volume and Actual Portfolio Volume will be adjusted to refer to the guaranteed portions of the Maximum Portfolio Volume and the Actual Portfolio Volume.</p>
<b>Counter-Guarantee Cap Amount</b>	<p>An amount, expressed in the Base Currency, set in the Counter-Guarantee Agreement, at which the obligation to pay under the Counter-Guarantee is capped, which is the maximum liability under the Counter-Guarantee and is calculated at Financial Intermediary level as the product of the i) Actual Portfolio Volume, ii) the relevant Counter-Guarantee Rate, and iii) the Counter-Guarantee Cap Rate.</p> <p>For the avoidance of doubt, on the earlier of:</p> <ul style="list-style-type: none"> <li>(i) the end of a disbursement period when amounts are available for utilisation by a Final Recipient, and</li> <li>(ii) the date falling 3 months after the end of the Inclusion Period,</li> </ul> <p>the relevant calculation is based on the adjusted Actual Portfolio Volume.</p>
<b>Payment Demand</b>	<p>Payment Demands shall only be valid if they are:</p> <ul style="list-style-type: none"> <li>a) relating to Losses under one or more covered Intermediary Transactions paid by the Financial Intermediary to Financial Sub-Intermediary in respect of Defaulted, Restructured or Accelerated Final Recipient Transactions, which default, restructuring or acceleration has occurred no later than a period of ten years after the date of the document evidencing the relevant Final Recipient Transaction; and</li> <li>b) sent during the Payment Demand Period.</li> </ul>
<b>Payment Demand Period</b>	<p>Means the period starting on the first day of the Availability Period to (and including) the Final Payment Demand Date.</p>
<b>Payment Demand Date</b>	<p>Subject to receiving valid Payment Demands, the EIF shall pay any amounts claimed thereunder within 60 calendar days of the Report Date relating to the quarter when such Payment Demands were received. The last Payment Demand Date being the Final Payment Demand Date.</p>
<b>Final Payment Demand Date</b>	<p>Means 60 calendar days after the first Report Date following the Termination Date (except that, in case of Early Termination Date it shall be 1 month after the Early Termination Date).</p>
<b>Events of Default under the Counter-Guarantee</b>	<p>The Counter-Guarantee Agreement contains certain standard events of default, including non-payment, breach of obligation, insolvency, Sanctions, unlawfulness and misrepresentation.</p> <p>The occurrence of an event of default, if it has not been remedied within the relevant grace period (if any), may result in the early termination of the Counter-Guarantee Agreement (such event, an “<b>Early Termination</b>”). Upon Early Termination all amounts due by the EIF and/or the Financial Intermediary would be calculated in accordance with the terms of the Counter-Guarantee Agreement based on the reported data as of the Report Date immediately preceding the Early Termination.</p>
<b>Termination Date</b>	<p>The Counter-Guarantee shall terminate on the earlier of: (i) twelfth anniversary of the termination date of the Inclusion Period; (ii) the date on which an Early Termination (if any) has occurred, (iii) the date (if any) on which the EIF is no longer liable to effect further payments to the Financial Intermediary and has no further</p>

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	claims under the Counter-Guarantee Agreement, and (iv) 31 December 2034.
<b>Termination of the Counter-Guarantee</b>	Upon termination of any Counter-Guarantee Agreement, EIF will initiate negotiations with the Financial Intermediary to settle any outstanding rights and liabilities by estimating future Loss Recoveries (including, for the avoidance of doubt, any Recoveries arising under the right of clawback) and outstanding liabilities in relation to Losses in light of the respective Counter-Guarantee Cap Amount.

**Counter-Guarantee Fee**

<b>Counter-Guarantee Fee</b>	The Counter-Guarantee is free of charge.
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**Eligibility Criteria**

<b>Final Recipient</b>	An SME or a Small Public Enterprise which have entered into a Final Recipient Transaction covered by an Intermediary Transaction.
<b>SMEs</b>	Micro, small or medium-sized enterprises as defined in the Commission Recommendation 2003/361/EC (OJ L124, 20.05.2003, p. 36) as amended from time to time.
<b>Small Public Enterprises</b>	means a micro, small or medium-sized enterprise that does not fall under the scope of SME definition pursuant to the Commission Recommendation 2003/361/EC (OJ L124, 20.05.2003, p. 36) exclusively because detention of shares of the SME by public bodies exceeds the limits defined in Art 3.4 of the Annex of the Commission Recommendation 2003/361/EC (OJ L124, 20.05.2003, p. 36).
<b>Illegal Activities</b>	Means any of the following illegal activities or activities carried out for illegal purposes: tax evasion, tax fraud, fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism or any illegal activity, that may affect the financial interests of the EU, according to applicable laws.
<b>Final Recipient Transaction</b>	Means any form of Debt Financing provided by a Financial Sub-Intermediary to a SME or a Small Public Enterprise.
<b>Debt Financing</b>	Means any type of debt financing, including subordinated, participating loans, convertible loans, leasing, Revolving Credit Transactions, bridge financing or bank guarantees.
<b>Revolving Credit Transaction</b>	Means a Final Recipient Transaction taking the form of a loan instrument pursuant to which a Final Recipient is entitled to use, on a revolving basis, financing made available to it by the Financial Sub-Intermediary for a specified period through one or more drawdowns and repayments (including by settling obligations arising from letter of credit) up to the commitment. For the avoidance of doubt, Revolving Credit Transactions shall include revolving working capital facilities, including those embedded in or linked to a current account and exclude any credit or loan resulting from utilisation of credit card limits.
<b>Rollover of Revolving Credit Transactions</b>	In the case of Revolving Credit Transactions covered by an Intermediary Transaction, any entry into an agreement with a new maturity for a Revolving Credit Transaction with the same Final Recipient as a replacement of an existing Revolving Credit Transaction by the Final Recipient of amounts outstanding under the existing Revolving Credit Transaction covered by the Intermediary Transaction, shall be treated as an extension of the maturity of the existing Final Recipient Transaction and not as the entry into a new Final Recipient Transaction with the relevant Final Recipient. For avoidance of doubt, such extended maturity must not exceed 9 years, where the relevant term shall

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	<p>be calculated starting from the day the existing Revolving Credit Transaction was entered into, as further specified in section Eligibility Criteria below.</p>
<b>Conversion of Revolving Credit Transactions</b>	<p>If a Revolving Credit Transaction covered by an Intermediary Transaction is converted to a Final Recipient Transaction which is not a Revolving Credit Transaction, as a result of entry into a new contractual agreement or the execution of a contractual amendment, the resulting Final Recipient Transaction shall continue to be covered by the Intermediary Transaction (and shall not be treated as a new Final Recipient Transaction entered into with the relevant Final Recipient).</p>
<b>Eligibility Criteria</b>	<p>The Eligibility Criteria shall comprise the Intermediary Transaction Eligibility Criteria, Final Recipient Eligibility Criteria, Final Recipient Transaction Eligibility Criteria and Financial Sub-Intermediary Eligibility Criteria.</p> <p>Intermediary Transactions to be included in the Portfolio under the Counter-Guarantee Agreement shall comply with the eligibility criteria set out below and any additional eligibility criteria set out in the specific terms of the relevant Counter-Guarantee Agreement (collectively, the “<b>Eligibility Criteria</b>”).</p> <p>A breach of any of the Eligibility Criteria shall result in an exclusion of the relevant Intermediary Transaction(s) from the Portfolio save as specified in the “<b>Exclusion Process</b>” or in the context of curing a Transaction Default as further specified in section Transaction Default above.</p> <p><b>1. Intermediary Transaction Eligibility Criteria</b></p> <p>i) Intermediary Transaction shall cover (directly or indirectly) Final Recipient Transactions meeting the criteria specified below.</p> <p><b>2. Final Recipient Eligibility Criteria</b></p> <p>ii) The Final Recipient is an SME or Small Public Enterprise;</p> <p>iii) The Final Recipient is established and operating in a Participating Country;</p> <p>iv) The Final Recipient is not subject to collective insolvency proceedings nor fulfils the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors;</p> <p>v) Restricted Sectors: the Final Recipient shall not have a substantial focus on one or more Restricted Sectors (as determined by the Financial Intermediary in its discretion based, without limitation, on the proportionate importance of such sector on revenues, turnover or client base of the relevant Final Recipient);</p> <p>vi) The Final Recipient shall not be delinquent or in default in respect of any other debt financing either granted by the Financial Sub-Intermediary or Financial Intermediary or by another financial institution pursuant to checks made in accordance with the Financial Intermediary’s or Financial Sub-Intermediary’s internal guidelines and credit and collection policy;</p> <p>vii) The Final Recipient shall not be established in a Non-Compliant</p>

	<p>Jurisdiction;</p> <p>viii) The Final Recipient shall not be performing illegal activities according to applicable legislation in the country of the Financial Intermediary or the Final Recipient (including national, European Union and international legislation, including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols);</p> <p>ix) The Final Recipient is not a Sanctioned Person;</p> <p>x) the Final Recipient shall meet at least one of the following criteria:</p> <p>xi) the Final Recipient intends to use the Debt Financing to develop a CCS Project as evidenced by the business plan supporting the Debt Financing’s purpose and/or investment plan, OR</p> <p>xii) the Final Recipient’s activity NACE Code at the four-digit statistical class level corresponds to one of the sectors listed in Sub-Annex I, OR</p> <p>xiii) The Final Recipient must have met, in the last 24 months before the Debt Financing approval, at least one of the following sub-criteria:</p> <ul style="list-style-type: none"> <li>a) The Final Recipient has been operating in the field of the CCS;</li> <li>b) One or more CCS Project(s) developed by the Final Recipient has(ve) received Debt Financing from a CCS European or a CCS national institution or a CCS association including those of the Creative Europe Programme (MEDIA and Culture);</li> <li>c) One or more CCS Project(s) developed by the Final Recipient has(ve) been awarded a CCS prize<sup>3</sup>;</li> <li>d) The Final Recipient has filed copyrights, trademarks, distribution rights or any other equivalent rights in the field of CCS; and/or</li> <li>e) The Final Recipient has benefited from tax credit or tax exemption related to development of intellectual property rights (IPRs) or CCS activities.</li> </ul> <p><b>3. Final Recipient Transaction Eligibility Criteria</b></p> <p>i) Origination period: Final Recipient Transactions shall be newly originated, i.e. entered into by the Financial Intermediary during the Inclusion Period (for the avoidance of doubt this shall exclude refinancing transactions which have already been financed by another financial institution except at maturity);</p> <p>ii) Final Recipient Transactions shall be granted for one or more permitted purposes: (1) investment in tangible and/or intangible assets and/or (2) working capital, and/or (3) business transfers;</p> <p>iii) Type of financing: Final Recipient Transactions shall be Debt Financing transactions;</p>
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<sup>3</sup> In relation to CCS Prizes with a validity longer than 24 months, the award date of the relevant prize can be prior to 24 months as long as the relevant prize has not expired at the date of the agreement evidencing the relevant Final Recipient Transaction.

	<ul style="list-style-type: none"> <li>iv) Form: Final Recipient Transactions other than bank guarantees shall have a fixed repayment schedule or be a Revolving Credit Transaction;</li> <li>v) Principal amount: The principal amount of a Final Recipient Transaction included in the Portfolio (which must be included for its full principal amount and not the portion thereof) shall not exceed EUR 2,000,000<sup>4</sup>. Final Recipient Transactions shall have a minimum scheduled maturity of 12 months. For Final Recipient Transactions signed on or after 1 April 2020, the minimum scheduled maturity shall be 6 months;</li> <li>vi) Other than as a result of Conversion of the Revolving Credit Transaction the maximum maturity of Final Recipient Transactions in the form of Revolving Credit Transactions shall not exceed 9 years;</li> <li>vii) If collateral is requested for the Final Recipient Transaction, it shall be limited to: <ul style="list-style-type: none"> <li>a) when the Final Recipient is an SME or a Small Public Enterprise, the assets of the Final Recipient and Personal Guarantees from the owner(s) of the SME and Small Public Enterprise<sup>5</sup>;</li> <li>b) when the Final Recipient is a sole trader, the assets used for their business activity and/or Personal Guarantee from the sole trader;</li> </ul> </li> <li>viii) the Final Recipient Transaction shall not be affected by an Irregularity or Fraud;</li> <li>ix) Final Recipient Transactions shall be denominated in EUR and/or any other currency as specified in the Counter-Guarantee Agreement. If a Final Recipient Transaction is denominated in a non-EUR currency, equivalent amounts to the maximum thresholds specified under (xiv) above should be respected; and</li> <li>x) The Final Recipient Transactions shall not finance Illegal Activities or artificial arrangements aimed at tax avoidance.</li> </ul> <p><b>4. Financial Sub-Intermediary Eligibility Criteria</b></p> <ul style="list-style-type: none"> <li>i) The Financial Sub-Intermediary shall be established and operating in one or more of Participating Countries;</li> <li>ii) The Financial Sub-Intermediary shall not be a Sanctioned Person;</li> <li>iii) The Financial Sub-Intermediary shall be a (a) duly authorised to carry out lending or leasing activities or providing bank guarantees in accordance with applicable laws and regulations and (b) a guarantee scheme, guarantee institution or other financial or credit institution duly authorised, if applicable, to issue guarantees according to applicable legislation.</li> </ul>
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<sup>4</sup> If a Final Recipient Transaction is denominated in a non-EUR currency, equivalent amounts to the maximum threshold specified under v) above should be respected and calculated according to an FX mechanism that will be specified in the Counter-Guarantee Agreement.

<sup>5</sup> For the avoidance of doubt including intra-group guarantees.

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<b>Restricted Sectors</b>	<p>The list of restricted sectors can be found on the EIF website : <a href="http://www.eif.org/news_centre/publications/2010_Guidelines_for_Restricted_Sectors.htm">http://www.eif.org/news_centre/publications/2010_Guidelines_for_Restricted_Sectors.htm</a></p> <p>When providing support to the financing of the research, development or technical applications relating to (i) human cloning for research or therapeutic purposes; or (ii) Genetically Modified Organisms (“GMOs”), the EIF will require from the Financial Intermediary appropriate specific assurance on the control of legal, regulatory and ethical issues linked to such human cloning for research or therapeutic purposes and/or GMOs.</p> <p>The binding list of Restricted Sectors shall be set as of the date of the Counter-Guarantee Agreement.</p>
<b>Fraud</b>	<p>Fraud includes, without limitation, as set out in Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29–41), fraud affecting the European Union's financial interests.</p>
<b>Irregularity</b>	<p>Shall have the meaning as set out in Article 1.2 in Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p.1)<sup>6</sup>.</p>
<b>Sanctioned Person</b>	<p>Means any person who is a designated target of Sanctions or is otherwise a subject of Sanctions.</p>
<b>Sanctions</b>	<p>Means any restrictive measures adopted pursuant to Article 215 of the Treaty on the Functioning of the European Union.</p>
<b>Exclusion Process</b>	<ul style="list-style-type: none"> <li>i) At any time, the EIF may verify whether an Intermediary Transaction included in the Portfolio is an eligible Intermediary Transaction and whether its inclusion in the Portfolio is in compliance with the terms of the Counter-Guarantee Agreement. At any time upon becoming aware of the same, the EIF may notify the Financial Intermediary by sending an Exclusion Notice identifying such non-eligible Intermediary Transaction.</li> <li>ii) If a Financial Intermediary becomes aware of the same the Financial Intermediary shall include such information in the immediately following Report delivered to the EIF.</li> </ul> <p>In each of the cases (i) and (ii) the Intermediary Transaction shall be excluded from the Portfolio (and shall not be covered by the Counter-Guarantee) (“Excluded Intermediary Transaction”) as of the date on which it became a non-eligible Intermediary Transaction.</p> <p>However if an Intermediary Transaction included in the Portfolio is or becomes a non-eligible Intermediary Transaction, as a result of any event or circumstance beyond the control of the Financial Intermediary after a payment demand relating to the Final Recipient Transaction covered by such Intermediary Transaction was served by the</p>

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<sup>6</sup> Any infringement of a provision of EU Law resulting from an act or omission by a an economic operator which has, or would have, the effect of prejudicing the general budget of the EU or budgets managed by them either by reducing or losing revenue accruing from own resources collected directly on behalf of the Communities, or by an unjustified item of expenditure.

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	<p>Financial Sub-Intermediary to the Financial Intermediary, such Intermediary Transaction shall be deemed to be covered by the Counter-Guarantee.</p> <p>Similarly if an Intermediary Transaction included in the Portfolio becomes a non-eligible Intermediary Transaction, as a result of any event or circumstance beyond the control of the Financial Intermediary but before a payment demand relating to the Final Recipient Transaction covered by such Intermediary Transaction was served by the Financial Sub-Intermediary to the Financial Intermediary, then such Intermediary Transaction shall be deemed to be covered by the Counter-Guarantee if the Financial Intermediary procures that all amounts owed to the Financial Sub-Intermediary by the relevant Final Recipient under such Final Recipient Transaction are accelerated or such Final Recipient Transaction is otherwise terminated no later than the Report Date immediately following the date on which it became aware of the same. However, if the Financial Sub-Intermediary does not proceed to the acceleration of such Final Recipient Transaction within the timeframe specified above then the relating Intermediary Transaction covering such Final Recipient Transaction shall be excluded from the Portfolio as of the date on which it became a non-eligible Intermediary Transaction.</p> <p>The Actual Portfolio Volume shall be reduced following an exclusion from the Portfolio by the aggregate committed principal amount of the Intermediary Transactions so excluded.</p>
<b>Right of Clawback</b>	<p>EIF will be entitled to be repaid by the Financial Intermediary certain amounts in specified circumstances, including any amounts paid under the Counter-Guarantee by EIF in excess of the Loss, in excess of the Counter-Guarantee Cap Amount, and any excess amount paid by EIF as a result of an exclusion of an Intermediary Transaction from the Portfolio.</p>

**Miscellaneous**

<b>Servicing and Recoveries</b>	<p>The Financial Intermediary and Financial Sub-Intermediary shall service the Portfolio in accordance with their internal guidelines and procedures.</p> <p>Recoveries mean each and every amount, net of recovery and foreclosure costs (if any), recovered or received by the Financial Intermediary in respect of a Loss for which a valid Payment Demand has been sent to EIF. Recoveries shall be shared between the Financial Intermediary and the EIF pro rata to the Counter-Guarantee Rate. The EIF's claims will rank pari-passu with the Financial Intermediary's claims with regard to any Loss Recoveries.</p> <p>Alternatively, an ex-ante recovery rate may be determined and applied to any covered Losses in the portfolio. In this case, any payment made by the EIF following a call of the Counter-Guarantee will be made net of such ex-ante recovery rate (i.e. there will not be any subsequent adjustment based on actual recoveries).</p>
<b>Reporting</b>	<p>Financial Intermediaries shall provide EIF within one calendar month after the end of each calendar quarter (the "<b>Report Date</b>") with quarterly information in a standardized form, including among others, information on the Intermediary Transactions included in the Portfolio, Final Recipients, and Final Recipient Transactions covered by the Intermediary Transactions (the "<b>Report</b>").</p> <p>Other reporting may be required from the Financial Intermediary as per specific</p>

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	schedule to the Counter-Guarantee Agreement.
<b>Other information</b>	<p>Financial Intermediaries may also be requested to provide, from time to time, further information related to the Final Recipients covered by the Counter-Guarantee in the context of programme evaluations. This information is required by the European Commission for reporting purposes and will be used for evaluating the CCS GF. The European Commission requests will be coordinated by EIF. Any request of additional information will be within the context of the Creative Europe Programme legal base and will follow the principle of proportionality.</p> <p>Programme evaluations: The European Commission is obliged to carry out two evaluations of the Creative Europe Programme: an interim evaluation envisaged by 2018 at the latest and a final Creative Europe Programme evaluation. In the context of these evaluations actors involved in the Creative Europe Programme will have to be contacted/interviewed on a sample basis (either by the European Commission itself or by a contractor acting on behalf of the European Commission) and it shall be an obligation for the Financial Intermediary, Financial Sub-Intermediaries and the Final Recipients, in case they are sampled for participation in the information gathering exercise, to respond to these information requests.</p>
<b>State Aid</b>	The CCS GF is considered to be consistent with State Aid rules.
<b>Monitoring and Audit</b>	Financial Intermediaries, Financial Sub-Intermediaries and the relevant Final Recipients covered (directly or indirectly) by the Counter-Guarantee shall agree to allow and to provide access to documents and premises related to the relevant Counter-Guarantee for the representatives of the European Commission, agents of the European Commission (including the European Anti-Fraud Office (OLAF)), the European Court of Auditors, the European Public Prosecutor's Office (EPPO <sup>7</sup> ), the EIF, agents of the EIF, the EIB, any other European Union institution or European Union body which is entitled to verify the use of the Counter-Guarantee in the context of the CCS GF and any other duly authorized bodies under applicable law to carry out audit or control activities. To that effect, the Financial Intermediaries shall also include appropriate provisions in each agreement with Final Recipients or ensure that each Financial Sub-Intermediary includes appropriate provisions in each agreement with the Final Recipients (as applicable).
<b>Compliance with Laws</b>	<p>The Financial Intermediary shall comply in all respects with all laws and regulations (whether national laws and regulations or laws of the European Union) to which it may be subject and, the breach of which may (i) adversely impact the performance of the Counter-Guarantee Agreement or (ii) adversely prejudice the interests of, inter alia, the EIF, the European Commission or the EIB under the Counter-Guarantee Agreement.</p> <p>The Financial Intermediary shall include in the documentation applicable to each Intermediary Transaction the undertakings from the Financial Sub-Intermediary equivalent to those contained above. In addition, it shall include either directly in its documentation with the Final Recipient or indirectly, via an undertaking from the Financial Sub-Intermediary to include it in its documentation with the Final Recipient, (i) undertakings from the Final Recipient equivalent to those contained above and (ii) any representations, warranties and undertakings from the Final Recipient for the purpose of ensuring that each such Final Recipient Transaction to be covered by the</p>

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<sup>7</sup> means European Public Prosecutor's Office in respect of those Member States participating in enhanced cooperation pursuant to Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office (OJ L 283, 31.10.2017, p.1)

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	<p>Intermediary Transaction shall comply at any relevant time with the Eligibility Criteria.</p> <p>The Financial Intermediary (and the Financial Sub-Intermediaries) shall (i) not use the funds or economic resources made available by the EIF in any manner that would result in such funds or economic resources being made available to, or for the benefit of, a Sanctioned Person, and (ii) ensure that no person that is a Sanctioned Person will have any legal or beneficial interest in any funds repaid or remitted by the Financial Intermediary to the EIF in the context of the Guarantee.</p> <p>The Financial Intermediary (and the Financial Sub-Intermediaries) shall make the funding to each Financial Sub-Intermediary (and Final Recipient) contingent upon the disclosure to the Financial Intermediary of information on the beneficial ownership of such Financial Sub-Intermediary (and Final Recipient).</p>
<b>Publicity</b>	<p>Financial Intermediaries and Financial Sub-Intermediaries, in line with applicable law, EC and the CCS GF provisions, may carry out marketing and publicity campaigns - as specified in the Counter-Guarantee Agreement - aimed at making the CCS GF initiative known to the Final Recipients in the relevant region/country.</p> <p>In particular, the selected Financial Intermediary and Financial Sub-Intermediaries will be contractually required to:</p> <ul style="list-style-type: none"> <li>a) Ensure that the information and promotional material of the product clearly point to the support provided by the CCS GF under Creative Europe Programme;</li> <li>b) Promote the products offered under the CCS GF through its website, including concrete information on how/where to apply and contact points for Final Recipients<sup>8</sup>;</li> <li>c) Explicitly inform Final Recipients that financing is made possible through the support of the CCS GF with the financial backing of the European Union under Creative Europe Programme. Such information needs to be prominently included either in the contractual documentation and/or in an accompanying cover letter.</li> </ul> <p>All documents concerning this Counter-Guarantee, including amongst others, Debt Financing applications, Final Recipient Transaction agreements, promotional material to the Final Recipients, etc, will contain a statement mentioning that the Final Recipient Transaction was made possible with the support of the CCS GF provided under the Creative Europe Programme. Appropriate text and logos are envisaged to be provided to the selected Financial Intermediary during the phase of contractual negotiations.</p> <p>Additionally, the Financial Intermediary shall provide EIF within the 24 months of start of the Availability Period with 2 case studies of Final Recipients having benefited of a Final Recipient Transaction by filling in and sending to EIF the Case Study template provided by EIF.</p>
<b>Publication</b>	<p>EIF shall publish on its website, no later than 30 June of each year, information on Financial Intermediaries, Financial Sub-Intermediaries and Final Recipients supported</p>

<sup>8</sup> The objective is to aggregate information from all Financial Intermediaries in one single portal (<http://access2eufinance.ec.europa.eu/>) to ensure visibility of the European Union action and enable potential final recipients to identify participating Financial Intermediaries of the CCS GF.

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	<p>through the CCS GF.</p> <p>The publication shall include the name, nature and purpose of the Financial Instrument and the following additional information:</p> <ul style="list-style-type: none"> <li>i) for each Financial Intermediary the name and address of the Financial Intermediary with whom the EIF has signed a Counter-Guarantee Agreement, as well as an indication of the Counter-Guarantee Cap Amount in EUR or in a Tradable Currency, as the case may be;</li> <li>ii) a list of Financial Sub-Intermediaries used for the implementation of the LGF, containing for each Financial Sub-Intermediary the name and address;</li> <li>iii) a list of Final Recipients which receive financing that equals or exceeds the thresholds of EUR 500,000<sup>9</sup> (or non-euro equivalent), containing for each Final Recipient the name and address and country of establishment (in the case of natural persons the address shall be replaced by NUTS level 2 codes).</li> </ul> <p>Any Financial Intermediary, Financial Sub-Intermediary or Final Recipient may, prior to receiving financial support under the CCS GF, declare in writing (including by a representation in the relevant agreement) that the publication requirements set out above 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, on the basis of a written justification. In addition such publication shall not be required if it would be illegal under the applicable laws and regulations<sup>10</sup>.</p> <p>If the Final Recipient or the relevant Sub-Intermediary is a natural person, prior consent to publication shall not be a condition for receiving financial support under the CCS GF.</p> <p>With a view to promoting the CCS GF, the EIF may use or publish information related to the Financial Intermediary and/or the Sub-Intermediary in its possession which is not commercially sensitive in press releases on any website of the EIF and/or the Commission. The Financial Intermediary shall undertake to promptly provide, and undertakes to ensure that each Sub-Intermediary promptly provides, the EIF with suitable web-based information, including, but not limited to, contact details for publication on such website.</p>
<b>Transfer</b>	The Financial Intermediary shall not be entitled to transfer any or all of its rights and obligations under the Counter-Guarantee without the consent of the EIF.
<b>Record keeping</b>	<ul style="list-style-type: none"> <li>i) The Financial Intermediaries and Financial Sub-Intermediaries shall maintain or be able to produce all the documentation related to the implementation of the Counter-Guarantee Agreement for a period of five (5) years following the Termination Date of the Counter-Guarantee Agreement.</li> <li>ii) The Financial Intermediaries shall require each Financial Sub-Intermediary to maintain and be able to produce all the documentation related to the implementation of the relevant Intermediary Transaction for a period of five (5)</li> </ul>

<sup>9</sup> If a Final Recipient Transaction is denominated in a non-EUR currency, equivalent amounts to the maximum thresholds specified under xiv) above should be respected and calculated according to an FX mechanism that will be specified in the Counter-Guarantee Agreement.

<sup>10</sup> As substantiated by a Financial Intermediary with a legal opinion.

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	years following the termination of the Intermediary Transaction.
<b>Additional requirements</b>	This Financial Instrument is funded by EU funds and it is therefore subject to regulations and requirements, some of which have already been presented in this document. It should be noted, however, that more detailed information on actions necessary to ensure compliance of operations linked to this Financial Instrument with all requirements will be provided to, and discussed with, the selected Financial Intermediary during the contractual negotiations process.

Sub-Annex 1

List of NACE Statistical Codes eligible under CCS GF

This list may be amended, restated, supplemented or substituted from time to time, not affecting the Counter-Guarantee Agreements already signed between EIF and Financial Intermediaries.

Cultural domain	NACE 2008 Section	NACE 2008 Group	NACE Class, Label & Content
HERITAGE, ARCHIVES, LIBRARIES	R Arts, entertainment and recreation services	91	<b>91.01 - Library and archives activities</b> ➤ Documentation and information activities of libraries of all kinds, reading, listening and viewing rooms, public archives providing service to the general public or to a special clientele, such as students, scientists, staff, members as well as operation of government archives: <ul style="list-style-type: none"> <li>• organisation of a collection, whether specialised or not</li> <li>• cataloguing collections</li> <li>• lending and storage of books, maps, periodicals, films, records, tapes, works of art etc.</li> <li>• retrieval activities in order to comply with information requests etc.</li> </ul> ➤ Stock photo and movie libraries and services
			<b>91.02 - Museums activities</b> ➤ Operation of museums of all kinds: <ul style="list-style-type: none"> <li>• art museums, museums of jewellery, furniture,</li> <li>• costumes, ceramics, silverware</li> <li>• natural history, science and technological museums, historical museums, including military museums</li> <li>• other specialised museums</li> <li>• open-air museums</li> </ul>
			<b>91.03 - Operation of historical sites and buildings and similar visitor attractions</b> ➤ Operation and preservation of historical sites and buildings
BOOKS & PRESS	C Manufacturing	18.1	<b>18.11 - Printing of newspapers</b> ➤ This class also includes: <ul style="list-style-type: none"> <li>• printing of other periodicals, appearing at least four times a week</li> </ul>
			<b>18.12 - Other printing</b> ➤ Printing of magazines and other periodicals, appearing less than four times a week ➤ Printing of books and brochures, music and music manuscripts, maps, atlases, posters, advertising catalogues, prospectuses and other printed advertising, postage stamps, taxation stamps, documents of title, cheques and other security papers, smart cards, albums, diaries, calendars and other commercial printed matter, personal stationery and other printed matter by letterpress, offset, photogravure, flexographic, screen

			<p>printing and other printing presses, duplication machines, computer printers, embossers etc., including quick printing</p> <ul style="list-style-type: none"> <li>➤ Printing directly onto textiles, plastic, glass, metal, wood and ceramics</li> <li>➤ The material printed is typically copyrighted.</li> <li>➤ Printing on labels or tags (lithographic, gravure printing, flexographic printing, other)</li> </ul> <hr/> <p><b>18.13 - Pre-press and pre-media services</b></p> <ul style="list-style-type: none"> <li>➤ Composing, typesetting, phototypesetting, pre-press data input including scanning and optical character recognition, electronic make-up</li> <li>➤ Preparation of data files for multi-media (printing on paper, CD-ROM, Internet) applications</li> <li>➤ Plate-making services including image setting and plate setting (for the printing processes letterpress and offset)</li> <li>➤ Cylinder preparation: engraving or etching of cylinders for gravure printing</li> <li>➤ Plate processing: “computer to plate” CTP (also photopolymer plates)</li> <li>➤ Preparation of plates and dies for relief stamping or printing</li> <li>➤ Preparation of:             <ul style="list-style-type: none"> <li>• artistic works of technical character, such as preparation of lithographic stones and wood blocks</li> <li>• presentation media, e.g. overhead foils and other forms of presentation</li> <li>• sketches, layouts, dummies, etc.</li> <li>• production of proofs</li> </ul> </li> </ul> <hr/> <p><b>18.14 - Binding and related services</b></p> <ul style="list-style-type: none"> <li>➤ Trade binding, sample mounting and post press services in support of printing activities, e.g. trade binding and finishing of books, brochures, magazines, catalogues, etc., by folding, cutting and trimming, assembling, stitching, thread sewing, adhesive binding, cutting and cover laying, gluing, collating, basting, gold stamping; spiral binding and plastic wire binding</li> <li>➤ Binding and finishing of printed paper or printed cardboard, by folding, stamping, drilling, punching, perforating, embossing, sticking, gluing, laminating</li> <li>➤ Finishing services for CD-ROMs</li> <li>➤ Mailing finishing services such as customisation, envelope preparation</li> <li>➤ Other finishing activities such as die, sinking or stamping, Braille copying</li> </ul>
	<p><b>J</b> <b>Information and Communication</b></p>	<p><b>58.1</b></p>	<p><b>58.11 - Book publishing</b></p> <ul style="list-style-type: none"> <li>➤ Activities of publishing of books in print, electronic (CD, electronic displays etc.) or audio form or on the Internet.</li> <li>➤ Included are:</li> <li>➤ publishing of books, brochures, leaflets and similar publications, including publishing of dictionaries and encyclopaedias</li> <li>➤ publishing of atlases, maps and charts</li> </ul>

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			<ul style="list-style-type: none"> <li>➤ publishing of audio books</li> <li>➤ publishing of encyclopaedias etc. on CD-ROM</li> </ul>
			<p><b>58.13 - Publishing of newspapers</b></p> <ul style="list-style-type: none"> <li>➤ Publishing of newspapers, including advertising newspapers, appearing at least four times a week. Publishing can be done in print or electronic form, including on the Internet.</li> </ul>
			<p><b>58.14 - Publishing of journals and periodicals</b></p> <ul style="list-style-type: none"> <li>➤ Publishing of periodicals and other journals, appearing less than four times a week. Publishing can be done in print or electronic form, including on the Internet. Publishing of radio and television schedules is included here.</li> </ul>
			<p><b>58.19 - Other publishing activities</b></p> <ul style="list-style-type: none"> <li>➤ Publishing (including on-line) of: <ul style="list-style-type: none"> <li>• catalogues</li> <li>• photos, engravings and postcards</li> <li>• greeting cards</li> <li>• forms</li> <li>• posters, reproduction of work of art</li> <li>• advertising material</li> <li>• other printed matter</li> </ul> </li> <li>➤ On-line publishing of statistics and other information</li> </ul>
		63.9	<p><b>63.91 - News agency activities</b></p> <ul style="list-style-type: none"> <li>➤ News syndicate and news agency activities furnishing news, pictures and features to the media.</li> </ul>
	G Wholesale and Retail trade	47.6	<p><b>47.61 - Retail sale of books in specialised stores</b></p> <ul style="list-style-type: none"> <li>➤ Retail sale of books of all kinds.</li> </ul>
			<p><b>47.62 - Retail sale of newspapers and stationery in specialised stores</b></p> <ul style="list-style-type: none"> <li>➤ Retail trade services of newspapers and magazines, and also: retail sale of office supplies such as pens, pencils, paper etc.</li> </ul>
	M Professional, Scientific and Technical activities	74.3	<p><b>74.30 - Translation and interpretation activities</b></p> <ul style="list-style-type: none"> <li>➤ Translation and interpretation activities</li> </ul>
VISUAL ARTS	G Wholesale and Retail trade; Repair of motor vehicles and motorcycles	47.7	<p><b>47.78 - Other retail sale of new goods in specialised stores</b></p> <ul style="list-style-type: none"> <li>➤ Retail sale of craftwork</li> <li>➤ Activities of commercial art galleries</li> <li>➤ Retail trade services of commercial art galleries</li> </ul>
	M Professional, Scientific and Technical activities	74.1	<p><b>74.10 - Specialised design activities</b></p> <ul style="list-style-type: none"> <li>➤ Fashion design related to textiles, wearing apparel, shoes, jewellery, furniture and other interior decoration and other fashion goods as well as other personal or household goods</li> <li>➤ Industrial design, i.e. creating and developing designs and specifications that optimise the use, value and appearance of products, including the determination of</li> </ul>

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			<p>the materials, mechanism, shape, colour and surface finishes of the product, taking into consideration human characteristics and needs, safety, market appeal in distribution, use and maintenance</p> <ul style="list-style-type: none"> <li>➤ Activities of graphic designers</li> <li>➤ Activities of interior decorators</li> </ul>
		74.2	<p><b>74.20 - Photographic activities</b></p> <ul style="list-style-type: none"> <li>➤ Commercial and consumer photograph production: <ul style="list-style-type: none"> <li>• portrait photography for passports, schools, weddings etc.</li> <li>• photography for commercials, publishers, fashion, real estate or tourism purposes</li> <li>• aerial photography</li> <li>• videotaping of events: weddings, meetings etc.</li> </ul> </li> <li>➤ Film processing: <ul style="list-style-type: none"> <li>• developing, printing and enlarging from client-taken negatives or cine-films</li> <li>• film developing and photo printing laboratories</li> <li>• one hour photo shops (not part of camera stores)</li> <li>• mounting of slides</li> <li>• copying and restoring or transparency retouching in connection with photographs</li> </ul> </li> <li>➤ Activities of photojournalists</li> <li>➤ Microfilming of documents</li> </ul>
	<b>R Arts, entertainment and recreation services</b>	90	<p><b>90.03 - Artistic creation</b></p> <ul style="list-style-type: none"> <li>➤ Activities of individual artists such as sculptors, painters, cartoonists, engravers, etchers etc.</li> <li>➤ Activities of individual writers, for all subjects including fictional writing, technical writing etc.</li> <li>➤ Activities of independent journalists</li> <li>➤ Restoring of works of art such as paintings etc.</li> </ul>
<b>ARCHITECTURE</b>	<b>M Professional, Scientific and Technical activities</b>	71.1	<p><b>71.11 - Architectural activities</b></p> <ul style="list-style-type: none"> <li>➤ Architectural consulting activities: <ul style="list-style-type: none"> <li>• building design and drafting</li> <li>• town and city planning and landscape architecture</li> </ul> </li> </ul>
<b>PERFORMING ARTS</b>	<b>M Professional, Scientific and Technical activities</b>	74.9	<p><b>74.90 - Other professional, scientific and technical activities n.e.c.</b></p> <ul style="list-style-type: none"> <li>➤ Activities carried out by agents and agencies on behalf of individuals usually involving the obtaining of engagements in motion picture, theatrical production or other entertainment or sports attractions and the placement of books, plays, artworks, photographs etc., with publishers, producers etc.</li> </ul>
	<b>N Administrative and Support Service Activities</b>	78.1	<p><b>78.10 - Activities of employment placement agencies</b></p> <ul style="list-style-type: none"> <li>➤ Activities of casting agencies and bureaus, such as theatrical casting agencies</li> </ul>

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	<b>R Arts, entertainment and recreation services</b>	<b>90</b>	<p><b>90.01 - Performing arts</b></p> <ul style="list-style-type: none"> <li>➤ Production of live theatrical presentations, concerts and opera or dance productions and other stage productions: <ul style="list-style-type: none"> <li>• activities of groups, circuses or companies, orchestras or bands</li> <li>• activities of individual artists such as actors, dancers, musicians, lecturers or speakers</li> </ul> </li> </ul> <p><b>90.02 - Support activities to performing arts</b></p> <ul style="list-style-type: none"> <li>➤ Support activities to performing arts for production of live theatrical presentations, concerts and opera or dance productions and other stage productions: <ul style="list-style-type: none"> <li>• activities of directors, producers, stage-set designers and builders, scene shifters, lighting engineers etc.</li> </ul> </li> <li>➤ Activities of producers or entrepreneurs of arts live events, with or without facilities.</li> </ul> <p><b>90.04 - Operation of arts facilities</b></p> <ul style="list-style-type: none"> <li>➤ Operation of concert and theatre halls and other arts facilities.</li> </ul>
<b>AUDIO- VISUAL &amp; MULTI- MEDIA</b>	<b>C Manufacturing</b>	<b>18.2</b>	<p><b>18.20 - Reproduction of recorded media</b></p> <ul style="list-style-type: none"> <li>➤ Reproduction from master copies of gramophone records, compact discs and tapes with music or other sound recordings</li> <li>➤ Reproduction from master copies of records, compact discs and tapes with motion pictures and other video recordings</li> <li>➤ Reproduction from master copies of software and data on discs and tapes</li> </ul>
		<b>32.2</b>	<p><b>32.20 - Manufacture of musical instruments</b></p> <ul style="list-style-type: none"> <li>➤ Manufacture of stringed instruments</li> <li>➤ Manufacture of keyboard stringed instruments, including automatic pianos</li> <li>➤ Manufacture of keyboard pipe organs, including harmoniums and similar keyboard instruments with free metal reeds</li> <li>➤ Manufacture of accordions and similar instruments, including mouth organs</li> <li>➤ Manufacture of wind instruments</li> <li>➤ Manufacture of percussion musical instruments</li> <li>➤ Manufacture of musical instruments, the sound of which is produced electronically</li> <li>➤ Manufacture of musical boxes, fairground organs, calliopes etc.</li> <li>➤ Manufacture of instrument parts and accessories: <ul style="list-style-type: none"> <li>• metronomes, tuning forks, pitch pipes, cards, discs and rolls for automatic mechanical instruments etc.</li> </ul> </li> <li>➤ Manufacture of whistles, call horns and other mouth-blown sound signalling instruments</li> </ul>
		<b>33.1</b>	<p><b>33.19 - Repair of other equipment</b></p> <ul style="list-style-type: none"> <li>➤ Restoring of organs and other historical musical instruments</li> </ul>
	<b>G</b>	<b>47.4</b>	<p><b>47.41 - Retail sale of computers, peripheral units and software in specialised stores</b></p>

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	Wholesale and Retail trade; Repair of motor vehicles and motorcycles		<ul style="list-style-type: none"> <li>➤ Retail sale of video game consoles</li> <li>➤ Retail sale of video games</li> </ul>
		47.6	<b>47.63 - Retail sale of music and video recordings in specialised stores</b> <ul style="list-style-type: none"> <li>➤ Retail sale of musical records, audio tapes, compact discs and cassettes</li> <li>➤ Retail sale of video tapes and DVDs</li> <li>➤ Retail sale of blank tapes and discs</li> </ul>
	J Information & communication	58.2	<b>58.21 - Publishing of computer games</b> <ul style="list-style-type: none"> <li>➤ Publishing of computer games for all platforms</li> </ul>
		59.1	<b>59.11 - Motion picture, video and television programme production activities</b> <ul style="list-style-type: none"> <li>➤ Production of motion pictures, videos, television programmes (television series, documentaries etc.), or television advertisements.</li> </ul>
			<b>59.12 - Motion picture, video and television programme post-production activities</b> <ul style="list-style-type: none"> <li>➤ Post-production activities such as editing, film/tape transfers, titling, subtitling, credits, closed captioning, computer-produced graphics, animation and special effects, developing and processing motion picture film, as well as activities of motion picture film laboratories and activities of special laboratories for animated films.</li> <li>➤ Activities of stock footage film libraries etc.</li> </ul>
			<b>59.13 - Motion picture, video and television programme distribution activities</b> <ul style="list-style-type: none"> <li>➤ Distributing film, video tapes, DVDs and similar productions to motion picture theatres, television networks and stations, and exhibitors.</li> <li>➤ Acquiring film, video tape and DVD distribution rights.</li> </ul>
			<b>59.14 - Motion picture projection activities</b> <ul style="list-style-type: none"> <li>➤ Activities of motion picture or video tape projection in cinemas, in the open air or in other projection facilities</li> <li>➤ Activities of cine-clubs.</li> </ul>
		59.2	<b>59.20 - Sound recording and music publishing activities</b> <ul style="list-style-type: none"> <li>➤ Activities of production of original (sound) master recordings, such as tapes, CDs; releasing, promoting and distributing sound recordings to wholesalers, retailers or directly to the public. These activities might be integrated or not with the production of master recordings in the same unit. If not, the unit exercising these activities has to obtain the reproduction and distribution rights to master recordings.</li> <li>➤ Sound recording service activities in a studio or elsewhere, including the production of taped (i.e. non-live) radio programming.</li> <li>➤ Activities of music publishing, i.e. activities of acquiring and registering copyrights for musical compositions, promoting, authorising and using these compositions in recordings, radio, television, motion pictures, live performances, print and other media. Units engaged in these activities may own the copyright or act as administrator of the music copyrights on behalf of the</li> </ul>

			copyright owners. Publishing of music and sheet books is included here.
		60.1	<p><b>60.10 - Radio broadcasting</b></p> <ul style="list-style-type: none"> <li>➤ Activities of broadcasting audio signals through radio broadcasting studios and facilities for the transmission of aural programming to the public, to affiliates or to subscribers</li> <li>➤ Activities of radio networks, i.e. assembling and transmitting aural programming to the affiliates or subscribers via over-the-air broadcasts, cable or satellite</li> <li>➤ Radio broadcasting activities over the Internet (Internet radio stations)</li> <li>➤ Data broadcasting integrated with radio broadcasting</li> </ul>
		60.2	<p><b>60.20 - Television programming and broadcasting activities</b></p> <ul style="list-style-type: none"> <li>➤ Creation of a complete television channel programme, from purchased programme components (e.g. movies, documentaries etc.), self-produced programme components (e.g. local news, live reports) or a combination thereof. This complete television programme can be either broadcast by the producing unit or produced for transmission by a third party distributor, such as cable companies or satellite television providers. The programming may be of a general or specialised nature (e.g. limited formats such as news, sports, education or youth oriented programming). This class includes programming that is made freely available to users, as well as programming that is available only on a subscription basis. The programming of video-on-demand channels is also included here.</li> <li>➤ Data broadcasting integrated with television broadcasting.</li> </ul>
		62.0	<p><b>62.01 - Computer programming services</b></p> <ul style="list-style-type: none"> <li>➤ Computer games software originals</li> </ul>
		63.1	<p><b>63.11 - Data processing, hosting and related activities</b></p> <ul style="list-style-type: none"> <li>➤ Streamed video content</li> <li>➤ Streamed audio content</li> </ul>
EDUCATION & MEMBERSHIPS	P Education	85.4	<p><b>85.42 - Tertiary education</b></p> <ul style="list-style-type: none"> <li>➤ performing arts schools providing tertiary education</li> </ul>
		85.5	<p><b>85.52 - Cultural education</b></p> <ul style="list-style-type: none"> <li>➤ This class includes provision of instruction in the arts, drama and music. Units giving this type of instructions might be named “schools”, “studios”, “classes” etc. They provide formally organised instruction, mainly for hobby, recreational or self-development purposes, but such instruction does not lead to a professional diploma, baccalaureate or graduate degree.</li> <li>➤ This class includes:</li> <li>➤ piano teachers and other music instruction</li> <li>➤ art instruction</li> <li>➤ dance instruction and dance studios</li> <li>➤ drama schools (except academic)</li> <li>➤ fine arts schools (except academic)</li> <li>➤ photography schools (except commercial)</li> </ul>

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	S Other Service Activities	94.1	<b>94.12 - Activities of professional membership organisations</b> <ul style="list-style-type: none"> <li>➤ Activities of organisations whose members' interests centre chiefly on a particular scholarly discipline or professional practice or technical field to the extent relevant to cultural and creative sectors, such as architects associations etc.</li> <li>➤ Activities of associations of specialists engaged in cultural activities, such as associations of writers, painters, performers of various kinds, journalists etc.</li> </ul>
		94.9	<b>94.99 - Activities of other membership organisations n.e.c.</b> <ul style="list-style-type: none"> <li>➤ Associations for the pursuit of a cultural or recreational activity or hobby (other than sports or games), e.g. poetry, literature and book clubs, historical clubs, gardening clubs, film and photo clubs, music and art clubs, craft and collectors' clubs, social clubs, carnival clubs etc.</li> </ul>
OTHER CULTURAL AND CREATIVE SECTORS ACTIVITIES	G Wholesale and Retail trade; Repair of motor vehicles and motorcycles	46.4	<b>46.49 - Wholesale of other household goods</b> <ul style="list-style-type: none"> <li>➤ Wholesale of stationery, books, magazines and newspapers</li> <li>➤ Wholesale of musical instruments</li> </ul>
		47.7	<b>47.79 - Retail sale of second-hand goods in stores</b> <ul style="list-style-type: none"> <li>➤ Retail sale of second-hand books</li> <li>➤ Retail sale of antiques</li> <li>➤ Activities of auctioning houses (retail)</li> </ul>
	N Administrative and Support Service Activities	77.2	<b>77.29 - Renting and leasing of other personal and household goods</b> <ul style="list-style-type: none"> <li>➤ Renting of: <ul style="list-style-type: none"> <li>• jewellery, musical instruments, scenery and costumes</li> <li>• books, journals and magazines</li> </ul> </li> </ul>
	S Other Service Activities	95.2	<b>95.29 - Repair of other personal and household goods</b> <ul style="list-style-type: none"> <li>➤ This class includes repair of personal and household goods: <ul style="list-style-type: none"> <li>• repair of books</li> <li>• repair of musical instruments (except organs and historical musical instruments)</li> <li>• piano-tuning</li> </ul> </li> </ul>