





## Memorandum of Understanding (MoU) on the establishment of a common Data Point Model (DPM) governance framework – "DPM Alliance"

between

the European Banking Authority,

the European Central Bank

AND

the European Insurance and Occupational Pensions Authority







This Memorandum of Understanding (MoU) is made between:

The European Banking Authority (**EBA**), with its headquarters at 20 avenue André Prothin, 92400 Courbevoie, France,

The European Central Bank (**ECB**), acting in its monetary policy function, with its headquarters at Sonnemannstra $\beta$ e 20, 60314 Frankfurt am Main, Germany,

AND

The European Insurance and Occupational Pensions Authority (EIOPA), with its headquarters at Westhafenplatz 1, 60327 Frankfurt am Main, Germany

(hereinafter jointly the 'Sponsor Organisations' and each of them, individually, a 'Sponsor Organisation')

#### WHEREAS:

- The EBA and EIOPA (hereinafter referred to as 'European Supervisory Authorities' or 'ESAs') and the ECB collectively play an important role in the European Union and Euro Area, as collectors, compilers, disseminators and users of banking, insurance and pensions information.
- 2) The ESAs and the ECB spend significant staff, financial and IT resources on the exchange of data and metadata amongst themselves and with the national and international organisations having responsibilities as collectors, compilers, disseminators and users of banking, insurance and pensions information (hereinafter referred to as 'Authorities').
- 3) The ESAs and the ECB have developed specialised solutions, including IT technical standards, guidelines and implementation tools for the organisation of such exchanges of banking, insurance and pensions information, which have been primarily focused on business requirements of reporting areas or technical platforms for which they have responsibilities.
- 4) In respect of the collection of statistical information for the purpose of undertaking the tasks of the ESCB, Article 5.1 of the Statute of the European System of Central Banks







and of the European Central Bank<sup>1</sup> (hereinafter referred to as the 'Statute of the ESCB') mandates the ECB to cooperate with other Union institutions or bodies, amongst other authorities.

- 5) Authorities, reporting entities and service providers supporting reporting entities have asked repeatedly for cooperation between the ESAs and the ECB in order to streamline the reporting, avoiding the duplication of work for all types of data exchange across all reporting areas.
- 6) The Data Point Model (DPM) methodology, has been a successful metamodel standard since 2014, that structures and harmonises reporting definitions and the processing of regulatory data from authorities to the EBA and EIOPA.
- 7) The ESAs and the ECB are well suited to reducing internal and external developmental and operational costs with their constituencies, by working together to achieve economies of scale through generic standards, guidelines and implementation tools for data and metadata exchange.
- 8) New technologies have a proven potential for improving data and metadata exchange across financial sector, using common methodologies, models, metamodels and technical solutions. Defining harmonised data exchanges can reduce the reporting costs for all stakeholders in the reporting chain, from banks, insurance undertakings and institutions for occupational retirement provision (IORPs) to national authorities as well as the ESAs and the ECB.
- 9) The Sponsor Organisations acknowledge the work done in the field of statistical reporting standards by the SDMX initiative<sup>2</sup>, which have served as an inspiration for the preparation of this Memorandum of Understanding.
- 10) The ESAs and the ECB, individually and collectively, operate and run different technical platforms and ongoing projects that can already make use of common technical standards, guidelines and implementation tools ,such as the DPM Standard metamodel, DPM-based solutions, the XBRL-based processes, supervisory and statistical data dictionaries and the Legal Entity Identifier, amongst others.
- 11) The ESAs and the ECB have decided to establish a joint governance framework for the purposes of collaboration on the upgrading and maintenance of the DPM Standard, designating the DPM methodology for modelling reporting requirements, using the

<sup>&</sup>lt;sup>1</sup> Protocol (No 4) on the Statute of the European System of Central Banks and of the European Central Bank annexed to the Treaty on the Functioning of the European Union (OJ C 202, 7.6.2016, p. 230).

<sup>&</sup>lt;sup>2</sup> Reference documents: "Memorandum of Understanding on the Establishment and Operation of the Statistical Data and Metadata Exchange (SDMX) Initiative of 1 March 2007" and "SDMX guidelines – Governance of commonly used SDMX metadata artefacts" available at <u>www.sdmx.org</u>







metamodel for populating the reporting requirements, and maintaining the associated documentation (but not including the content of the metamodel, i.e. the content that describes the reporting requirements, which are not within the scope of this joint governance framework).

#### THE SPONSOR ORGANISATIONS HAVE REACHED THE FOLLOWING UNDERSTANDING

#### 1. Objectives and tasks

- 1.1 The Sponsor Organisations establish a joint governance framework for the collaboration on the DPM Standard (designating the DPM methodology for modelling reporting requirements, the metamodel used for populating the reporting requirements and the associated documentation, not including the content of the metamodel), hereinafter referred as DPM Alliance with the following primary objectives and tasks:
  - a) upgrading and maintaining the DPM Standard and the related maintenance tools, including methodology, metamodel and technical documentation, with the objective of facilitating the definition and exchange of regulatory data within the financial sector;
  - b) bringing together and leveraging the existing expertise on methodologies and metamodels in the Sponsor Organisations to increase efficiencies and avoid duplication of efforts in respect of these activities;
  - c) developing and promoting more efficient processes for defining and communicating reporting requirements, and for collecting and exchanging data and metadata amongst reporting entities, National Authorities and European Authorities;
  - d) identifying, sharing and promoting good practices in the definition and exchange of regulatory reporting data and information.
- 1.2 The DPM Alliance builds on the strengths of the Sponsor Organisations. It is not intended or designed as a substitute for any individual Sponsor Organisation.
- 1.3 Any activities conducted as part of the DPM Alliance will be carried out consistently with the objectives, programmes of work, budget and rules of the Sponsor Organisations.
- 1.4 In line with international best practices, the Sponsor Organisations commit to consulting widely and openly on the maintenance of commonly used DPM Standard







products by sharing draft documents related to major changes of commonly used DPM Standard metadata artefacts.

- 1.5 The Sponsor Organisations may agree to invite other relevant European organisations to become Sponsor Organisations by signing a letter of adherence to this MoU in the form set out in the Annex.
- 1.6 The Sponsor Organisations commit themselves to actively collaborate in the task of upgrading and maintaining the DPM Standard. Active collaboration means implementing the necessary arrangements for efficient work (for example, effective time and human resource availability to take part in the process), sharing the burden resulting from the initiative (for example, produce proposals if invited to do so or review proposals submitted by others) and contributing to discussions and decision-making process.

#### 2. The DPM Management Group

- 2.1 For the purposes of the collaboration referred to in paragraph 1.6 the DPM Management Group is established.
- 2.2 The DPM Management Group comprises only members designated by the Sponsor Organisations. Each Sponsor Organisation will designate one qualified senior expert from their organisation as a member of the DPM Management Group. Each member may be assisted, if necessary, by another person designated by the respective Sponsor Organisation.
- 2.3 The DPM Management Group generally operates via electronic communication channels and teleconferences. It maintains a list of action items resulting from its discussions and activities.
- 2.4 The DPM Management Group functions on the basis of consensus. Consensus decision-making ensures that all opinions, ideas and concerns are heard, and that the consent of each member of the group is obtained. By listening closely to each other, the group aims to come up with proposals that work for everyone. Consensus requires commitment, patience, tolerance and a willingness to put the group first.







- 2.5 The DPM Management Group convenes at least twice a year, at a time and place agreed by the members; meetings can be held face-to-face as well as by tele- or video-conference.
- 2.6 The DPM Management Group may consult European Authorities and National Authorities in areas related to banking, insurance and pensions data and metadata exchange, as appropriate.
- 2.7 Subject to the rules and regulations of the Sponsor Organisations, and in collaboration with the DPM Technical Group, the DPM Management Group:
  - a) determines the strategic orientation for the evolution of the DPM Standard;
  - b) ensures the proper development, maintenance and dissemination of DPM Standard products<sup>3</sup> and:

i) collects requirements from Sponsor Organisations as well as the broader community of actual and potential users of DPM Standard products;

ii) develops proposals regarding the development, maintenance, and promotion of DPM Standard products, including in particular the methodology and metamodel;

iii) identifies which projects or initiatives might contribute to the development, maintenance and promotion of the DPM Standard methodology and metamodel;

- c) establishes an annual work plan covering the strategic guidance and priorities of the DPM Alliance. The annual work plan will be reviewed at least on a quarterly basis by evaluating the priorities of backlog items and assessing possible changes in priorities;
- d) establishes adequate processes for the development and maintenance of the DPM Standard and its related products. These processes are established and defined in the 'DPM Standard – Maintenance Procedures' manual<sup>4</sup> that is owned by the DPM Management Group. The DPM Management Group approves any updates and amendments to the 'DPM Standard – Maintenance Procedures' manual;
- e) establishes and manages the procedure for adherence of other European organisations as parties to this MoU and the terms of their participation in the DPM Alliance. On behalf of the Sponsor Organisations the DPM Management Group is responsible for:
  - i) receiving written applications as described in Article 10.5;

<sup>&</sup>lt;sup>3</sup> The list of DPM Standard products are further enumerated in article 5.1 of this MoU.

<sup>&</sup>lt;sup>4</sup> The document "DPM Standard – Maintenance Procedures" establishes the working procedures which organise the maintenance of the DPM Standard by the DPM Alliance.







- ii) assessing such applications;
- iii) deciding on the basis of consensus pursuant to Article 2.4 whether to accept or reject such an application ;
- iv) informing the applicant of the DPM Management Group's decision in writing;
- v) in the case of a positive decision, receiving the signed letter of adherence referred to in Article 1.5 ;
- f) establishes the terms of participation in the DPM Alliance by parties other than the Sponsor Organisations;
- g) promotes the active use and implementation of DPM Standard products within the Sponsoring Organisations, their constituencies and the broader statistical community;
- h) collects and shares information on an ongoing basis about projects and initiatives within Sponsor Organisations and their constituencies with respect to DPM Standard data and metadata models and data definition and exchanges using the DPM methodology;
- i) develops practical proposals regarding the possible sharing of resources amongst the Sponsor Organisations for the purposes of performing DPM Standard upgrade and maintenance activities as well as monitoring the agreed sharing of resources amongst the Sponsor Organisations;
- j) coordinates any agreed joint DPM Standard projects and provides guidance to projects of individual Sponsor Organisations with respect to the use of DPM Standard tools;
- k) develops and maintains liaison with other organisations or initiatives that have a link with DPM Standard activities and products, including other international standards groups;
- proposes and approves the composition of the DPM Technical Group that may also include delegates from European Authorities and National Authorities;
- m) nominates the chairperson and secretary of the DPM Technical Group. The process for election of the chairperson and secretary should be driven by consensus. The chairperson is supported by a secretary who is chosen from the members of the DPM Technical Group.
- n) establishes, communicates and adheres to a maintenance schedule for the DPM Standard artefacts. The maintenance schedule should be adequate to the frequency and timing of expected changes and should consider user requirements and the priorities of the Sponsor Organisations. The maintenance schedule is decided as part of the annual work plan.







## 3. The DPM Technical Group

- 3.1 For the purposes of the collaboration referred to in paragraph 1.6 a DPM Technical Group is established with the objective of contributing to the tasks enumerated below.
- 3.2 The DPM Technical Group reports to the DPM Management Group. The DPM Technical Group maintains, improves and further develops the DPM Standard, the associated documentation and the commonly used related tools.
- 3.3 The DPM Technical Group is an expert body consisting, in principle, of between eight and ten technical experts, including at least one technical expert from each Sponsor Organisation. It may also include delegates from European Authorities and National Authorities. A geographical and organisational balance of participation should be ensured to the extent possible. The members of the DPM Technical Group contribute to various deliverables, carry out assignments and work on the backlog items as prioritised by the DPM Management Group.
- 3.4 The DPM Technical Group supports the DPM Management Group in the decision making and planning of the changes and implements the changes in the DPM Standard, as approved by the DPM Management Group.
- 3.5 The chairperson of the DPM Technical Group acts as DPM Product Owner and is responsible for:
  - 1) metamodel documentation including (at a minimum):
    - i) the metamodel itself (including DDLs<sup>5</sup>) and graphical illustration;
    - ii) introduction to the metamodel (overview and examples for new users to become familiar with the metamodel and its capabilities);
    - iii) metamodel design principles, best practices and conventions (document describing the principles and best practices when designing / updating the metamodel);
    - iv) an API specification including end point description, request parameters, response format, response codes (http status codes such as 200 for success), error handling, examples and API versioning;
  - 2) executing the annual work plan approved by the DPM Management Group;
  - maintaining the 'DPM Standard Maintenance Procedures' manual. The DPM Technical Group will submit any updated version of this manual to the DPM Management Group for review and approval;

<sup>&</sup>lt;sup>5</sup> DDLs stands for Data Definition Language instructions.







- 4) collecting new requirements regarding any of the DPM Standard products, either from new business cases or technical requirements, and consolidating the backlog items and managing, in an agile way, any potential reprioritisation arising within or outside the annual work plan;
- 5) registering and properly documenting items to be included in the backlog and ensuring that the quality of the information included in the backlog6 is adequate for the implementation of the item;
- 6) estimating the importance, priorities and efforts needed to implement the various backlog items, ensuring that the members of the DPM Technical Group can process them, including clarifying open questions in cooperation with the requirement originator;
- 7) the organisation and the assignment of the development tasks to members of the DPM Technical Group, according to their expertise. The chairperson of the DPM Technical Group will ensure, as far as possible, that the members have sufficient time and resources dedicated by their organisation to allow the carrying out of these tasks. The backlog will be accessible to all members of the DPM Technical Group.

#### 4. Task Forces

- 4.1 For the development and implementation of backlog items requiring complex and long changes, specific task forces may be created within the DPM Technical Group, for example in relation to the definition of an API. The need for the creation of a task force and the composition of it is proposed by the DPM Product Owner and decided by the DPM Management Group. A task force will be limited in scope and time.
- 4.2 A task force is led by a member of the DPM Technical Group. The task force may comprise members of the DPM Technical Group and delegates of Sponsor Organisations, European Authorities and National Authorities, non-profit organisations (for example Eurofiling Foundation) or experts from the industry who are interested in contributing to the DPM Standard.
- 4.3 A task force meets on a regular basis, independent from DPM Technical Group meetings. The task force leader is responsible for presenting the progress of his or her group during DPM Technical Group meetings. The developments carried out within the

<sup>&</sup>lt;sup>6</sup> 'Backlog' refers to the registry of requirements or changes that are identified and pending of implementation.







task forces follow the same process as developments carried out within the DPM Technical Group.

# 5. DPM Standard products, extensions and changes to the DPM Standard and to the DPM Standard implementation

- 5.1 In order to achieve the objectives set out in paragraph 1.1, the Sponsor Organisations will develop, or promote the development of, various DPM Standard products including, but not limited to, technical standards and guidelines, implementation tools and promotional and educational material, as follows:
  - a) technical standards and guidelines may include metadata models, various technical formats and architecture design for data and metadata exchange;
  - b) implementation tools may involve metadata databases, open-source software and techniques that can assist users wanting to implement DPM Standard products and to develop dictionaries using the DPM methodology, for example, in creating definitions of reporting frameworks, making use of code lists, generating XBRL Taxonomies and other formats;

The maintenance of technical standards and implementation tools may require a minimal help desk function for potential users of DPM Standard products.

- c) promotional and educational material may include public statements, presentation material to be used by Sponsor Organisations for the promotion of the DPM Standard, user manuals, various help notes, and public discussion amongst users. Decisions on public statements should be taken by the DPM Management Group or be the sole responsibility of the Sponsor Organisation making the statement in which case it will endeavour to consult the DPM Management Group beforehand.
- 5.2 The Sponsor Organisations have discretion to use the DPM Standard products for different applications and scope. As an example, one organisation may choose to use the DPM Standard metamodel for hosting the reporting requirements of the data exchanges with reporting entities, while another organisation may choose to use it as an internal metadata model for hosting internal dictionaries. Further, the scope of the use of the DPM Standard metamodel may vary; it may be used for addressing the needs of different business domains (for example, supervisory reports, statistical reports, etc.) and of different sectors (for example, the banking

sector, the insurance sector, etc).







The Sponsor Organisations should take account of the impact on reporting entities of such choices in terms of reporting burden, in particular when several authorities address the same reporting entities.

- 5.3 Maintenance of the DPM Standard products should be carried out following established procedures that the DPM Management Group sets out for these purposes in the 'DPM Standard Maintenance Procedures' manual. This manual is owned by the DPM Management Group and may be enhanced and modified to satisfy the needs of the DPM Alliance. The 'DPM Standard Maintenance Procedures' manual is conceived as a living document that evolves with the experience gained by the DPM groups and, as such, it does not form part of this Memorandum of Understanding. New versions of the manual are prepared by the DPM Technical Group and approved by the DPM Management Group as described in paragraph 3.5.
- 5.4 Extensions of the DPM Standard to cover the needs of the individual Sponsor Organisations, as well as of National Authorities, are allowed. Nevertheless, the incorporation of an extension in the DPM Standard should be agreed unanimously by all the Sponsor Organisations. Extensions (i.e., using the global standards as a basis and supplementing them to accommodate local needs, for example, for local data exchange), should not conflict with the DPM Standard. Maintenance of an extension is primarily the responsibility of the Sponsor Organisation or National Authority promoting it.
- 5.5 The DPM Standard users, and particularly the Sponsor Organisations, commit to undertake best efforts not to deviate from or contradict the agreed standard in their respective implementations, and to use the specific channels of the DPM Alliance to request changes to the DPM Standard. This is important to facilitate the smooth adoption of the standard and appropriate economies of scale in its implementation.
- 5.6 Ideally, DPM Standard metadata artefacts should be designed in a forward-looking way that is optimal over a mid-term horizon (three to five years). Frequent changes in metadata artefacts may have cost implications for adjusting systems, applications and







users' programmes, and should be avoided to the greatest extent possible, as these would have an impact on the benefits gained from using the standard.

5.7 All DPM Standard metadata artefacts marked as final are subject to versioning. The process for managing changes to these artefacts and their versioning will be defined in the "DPM Standard – Maintenance Procedures" manual.

#### 6. **Product dissemination and public communication**

- 6.1 All DPM Standard products will be made available free of charge.
- 6.2 The DPM Management Group coordinates the publication of the various products that will typically be made available through the Sponsor Organisations' websites. This approach aims at actively supporting communication regarding the objectives and product developments of the DPM Standard.
- 6.3 Where approved by the DPM Management Group, arrangements may be made for the dissemination of particular DPM Standard products through Authorities or a third-party service provider.
- 6.4 In line with international best practices, the DPM Management Group consults widely and openly on the development and maintenance of its various products. Apart from establishing advisory groups where appropriate, consultation will be organised by placing draft documents related to DPM Standard products on the Sponsor Organisations' websites and inviting public comments.
- 6.5 Fostering and maintaining good relations with reporting entities and their representatives is essential to the development of the DPM Standard. Involvement of the reporting entities and their representatives will promote broad acceptance of the technical standards and guidelines enacted by the Sponsor Organisations. Considerable efforts are made, through several channels, to engage national and international experts interested in contributing to the improvement of the DPM Standard, and its technical standards and guidelines. Additionally, at least on a yearly basis, the DPM Management Group organises an international or European conference (depending on the DPM Alliance constituency and subjects of interest) for the purpose of holding meetings with the community to foster a wide understanding and adoption of DPM Standard objectives and products. The conference may also be a venue for meetings of the DPM Technical Group and task forces. The conference may







be held separately or in conjunction with existing annual conferences or meetings organised by public institutions or non-profit organisations (for example, through a collaboration with the Eurofiling Foundation).

- 6.6 Sponsor Organisations, individually or collectively, will actively promote the DPM Standard at existing international and European meetings and in existing international and European statistical and reporting bodies.
- 6.7 Although DPM Alliance working groups and task forces do not provide technical assistance to users in relation to the implementation and use of DPM Standard Products, the Sponsor Organisations will support capacity building through existing groups or initiatives in which they are active.
- 6.8 DPM Alliance working groups aim at maintaining close links with others engaged in standardisation activities in its field of interest, with a view to cross-fertilisation of ideas, re-use of existing material, and eventual savings of resources.
- 6.9 The Sponsor Organisations aim to bring such standards to the International Organization for Standardization (ISO) for review and endorsement.

## 7. Intellectual Property

- 7.1 The copyright and any other intellectual property rights related to the work produced by the DPM Alliance, including but not limited to the DPM Standard products<sup>7</sup>, are exclusive property rights of the Sponsor Organisations. The DPM Management Group will address the standards development process, confirmation of ownership and responsibility from contributors to the standards development process, disclaimer of warranty statements, terms and conditions for the use of DPM Standard products, and other related matters.
- 7.2 Intellectual property rights related to the work produced by the DPM Alliance, including but not limited to the DPM Standard products, will be vested jointly in the Sponsor Organisations. The copyright notice will be "© DPM Standard". Licencing to third parties of the intellectual property rights requires the agreement of all the Sponsor Organisations. Where approved by the DPM Management Group, one or more of the

<sup>&</sup>lt;sup>7</sup> The list of DPM Standard products are defined in Article 5.1 of this Memorandum of Understanding.







Sponsor Organisations may hold the intellectual property rights in a particular product on behalf of the other Sponsor Organisations.

7.3 The DPM Management Group will seek trademark protection for the DPM Standard name and logo.

#### 8. Resource sharing

- 8.1 The DPM Management Group reviews [and agrees] resource requirements for DPM Alliance activities at least once each calendar year, particularly in order to address planning and resource requirements for the upcoming year. Each Sponsor Organisation will then decide on its contribution to the agreed resource requirements in accordance with their respective established internal budgetary procedures.
- 8.2 No separate budget is established for the DPM Alliance. The resources needed to support DPM Standard activities will be contributed by the Sponsor Organisations, and approved by the DPM Management Group, taking into account each Organisation's expertise, capacity and priorities.
- 8.3 The DPM Alliance does not generally run specific projects directly. However, the DPM Management Group may decide to identify as a 'DPM Standard Recognised Project' a project that one or more Sponsor Organisations are working on and that relates to important data and metadata issues which have the potential to generate significant developments of, or improvements in, DPM Standard products. Such projects will be operated in accordance with the respective established budgetary and governance procedures of the Sponsor Organisation(s) involved. Other Sponsor Organisations will be permitted to nominate qualified experts from their organisation to be involved in such projects in an advisory role, which will be coordinated by the DPM Management Group.
- 8.4 The resources referred to in paragraph 8.2 will comprise contributions of the following nature:
  - a) staff time for the activities of the DPM Management Group;
  - b) expertise and practical contributions from expert staff at the Sponsor Organisations that will permit the DPM Management Group to develop and maintain its various products;







- c) expertise and practical contributions from expert staff at the Sponsor Organisations to participate in an advisory capacity in DPM Standard recognised projects identified by the DPM Management Group;
- appropriate time and travel budgets for staff from Sponsor Organisations to attend DPM Management Group meetings and international meetings related to DPM Standard activities;
- e) the provision of technical infrastructure such as electronic discussion fora and tools for developing the different activities;
- f) the funding of specialist technical support not available within Sponsor Organisations but that is needed to develop or maintain DPM Standard products;
- g) the funding of various operational activities outsourced to a third-party service provider;
- h) the re-use of particular technical or analytical solutions developed in the context of DPM Standard Recognised Projects, or any other internal projects of the Sponsor Organisations, that facilitate the development and maintenance of DPM Standard products;
- i) the organisation of international meetings to promote the use of DPM Standard products;
- j) support for the development, production and dissemination of promotional and educational material;
- k) capacity-building efforts to support the implementation and use of DPM Standard products;
- the inclusion of DPM Standard-related activities in the work programme of initiatives of Sponsor Organisations that contributes to the development, maintenance or implementation of DPM Standard products.
- 8.5 Contributions from any Sponsor Organisation should follow that organisation's policies on this type of contribution.
- 8.6 No Sponsor Organisation will provide financial or in-kind resources beyond those it commits to in this MoU.







### 9. Data Protection and confidentiality

- 9.1 The processing of personal data necessary for the conclusion, management and execution of this MoU is performed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council<sup>8</sup>
- 9.2 The receipt, handling and sharing of confidential information under this MoU is performed in accordance with the applicable laws and regulations.
- 9.3 The members of the DPM Management Group, DPM Technical Group as well as the members of the Task forces are subject to obligation of professional secrecy. They shall not make public nor share confidential documents which have been made available to them as a consequence of their status as members of those groups.

#### **10. Other Provisions**

- 10.1 This MoU is concluded for an unlimited period.
- 10.2 This MoU may be amended by written agreement of all the Sponsor Organisations.
- 10.3 This MoU sets forth a statement of intent and does not create any directly or indirectly enforceable rights or legally binding obligations for the Sponsor Organisations or any third party. The Sponsor Organisations will use their best efforts in the performance of the MoU.
- 10.4 Any dispute relating to the interpretation or application of this MoU will be amicably settled.
- 10.5 Any Sponsor Organisation may withdraw from this MoU by giving three (3) months prior written notice to the other Sponsor Organisations, subject to meeting its resource commitments in relation to DPM Standard up to the time of its effective withdrawal.
- 10.6 Other European organisations active in the field of defining regulatory reporting processes may apply to become a party to this MoU and participate as a Sponsor Organisation in the DPM Alliance. The letter of application should be signed by the head of the department in charge of the relevant function for definition and/or collection

<sup>&</sup>lt;sup>8</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p.39).







of banking, insurance and/or pensions information of the respective institution to the DPM Management Group. The DPM Management Group processes applications on behalf of the Sponsor Organisations in accordance with Article 2.7(e) of this MoU. Upon the successful completion of that process and the DPM Management Group receiving the letter of adherence from the applicant, the applicant becomes a Sponsor Organisation under the terms of this MoU.

- 10.7 Once this MoU has come into effect, the Sponsor Organisations agree that it can be made publicly available in full or in part.
- 10.8 This MoU will come into effect on the day following the date when each of the respective representatives of the Sponsor Organisations has signed it.

Signed at Frankfurt am Main on 18 March 2024.

For the European Banking Authority: Name: José Manuel Campa

Signature: [signed]

Signed at Frankfurt am Main on 18 March 2024.

For the European Central Bank: Name: Isabel Schnabel

Signature: [signed]







Signed at Frankfurt am Main on 15 March 2024.

For the European Insurance and Occupational Pensions Authority: Name: Fausto Parente

Signature: [signed]







## ANNEX

## Letter of Adherence to the Memorandum of Understanding on the establishment of a common Data Point Model (DPM) governance framework and the DPM Alliance

To the DPM Management Group,

Reference is made to the Memorandum of Understanding on the establishment of a common Data Point Model (DPM) governance framework and the DPM Alliance between the EBA, the ECB and EIOPA (hereinafter referred to as the 'MoU').

Pursuant to Art 2.7 (e) of the MoU, the DPM Management Group is responsible for processing and deciding on applications by other European organisations to become a party to the MoU and thereby participate in the DPM Alliance as a Sponsoring Organisation.

In view of the DPM Management Group's decision of [insert date ] to accept the application of [insert name of authority or body], the [insert name of authority or body] hereby commits to the terms of the MoU as a Sponsor Organisation of the DPM Alliance.

This Letter of Adherence becomes effective and the [insert name of EU authority or body]becomes a Sponsor Organisation as of the date of receipt of this Letter of Adherence by the DPM Management Group.

Yours sincerely,

[insert name of EU authority or body] [signature]







## ANNEX 2 DEFINITIONS

**DPM (Data Point Model)** – Methodology and model used since 2014 by EBA and EIOPA for modelling the reporting requirements in their respective areas of competence.

**DPM Standard** – The term includes the DPM methodology for modelling reporting requirements, the technical standards, the metamodel used, the associated documentation and guidelines, and the products and technical artifacts used for the implementation, usage and documentation of the standard.

**Sponsor Organisations** – Organisations establishing and signing the Memorandum of Understanding.

**National Authorities –** National Authorities having competencies for defining, collecting and processing reporting requirements in the fields of supervisory and/or statistical data.

ESCB - European System of Central Banks

**Statute of the ESCB** - Protocol (No 15) on the Statute of the European System of Central Banks and of European Central Bank (*OJ C 202, 7.6.2016, p. 230–250*), annexed to the Treaty on the Functioning of the European Union.

**European Authorities** - European Authorities having competencies for defining, collecting and processing reporting requirements in the fields of supervisory and/or statistical data.

**DPM Alliance** – Joint collaboration framework for the maintenance and evolution of the DPM Standard and the associated products including the working groups and task forces established in this Memorandum of Understanding.

**DPM Management Group** – Group responsible of defining the strategy for the evolution of the DPM Standard and responsible of the development, maintenance, and promotion of DPM Standard products<sup>9</sup>. It is the highest decision body of the DPM Alliance and it is composed exclusively by members of the Sponsor Organisations.

**DPM Technical Group** – Group composed by 8-10 technical experts. Reports to the DPM Management Group and it is responsible of the implementation of the annual work plan and any other changes as decided by the DPM Management Group<sup>10</sup>.

**DPM Product Owner** – The chairperson of the DPM Technical Group acts as DPM Product Owner and is responsible of: managing the DPM Products, following on the execution of the annual work plan and assigning work to the members of the DPM Technical Group<sup>11</sup>.

<sup>&</sup>lt;sup>9</sup> A complete description is included in the chapter "DPM Management Group"

<sup>&</sup>lt;sup>10</sup> A complete description is included in the chapter "DPM Technical Group"

<sup>&</sup>lt;sup>11</sup> A complete description is included in the chapter "DPM Technical Group"