

**AUTOCHARGE AGREEMENT  
TO DELIVER AND CHARGE FOR SECURITIES AWARDED  
IN DEPARTMENT OF THE TREASURY AUCTIONS**

This agreement is between \_\_\_\_\_ (“Submitter”), the person or entity submitting tenders for securities in Department of the Treasury (“Treasury”) auctions, and \_\_\_\_\_ (“DI”), the depository institution whose funds account at a Federal Reserve Bank will be charged for all marketable Treasury securities delivered pursuant to this agreement (“the parties”). This agreement applies to all marketable Treasury securities auctioned and issued pursuant to 31 CFR Part 356.

I. The parties agree that:

- (a) The Submitter may submit tenders for its own account and for the accounts of its customers, where authorized by 31 CFR Part 356, for marketable Treasury securities to be held in the commercial book-entry system.
- (b) The following delivery instructions are to be used by the Submitter:  
Delivery Instructions: \_\_\_\_\_  
In the event of a discrepancy between the delivery instructions contained in the submission of bids and those contained in this agreement, the instructions in this agreement supersede those in the submission of bids.
- (c) The DI’s funds account at the Bank will be charged for all marketable Treasury securities delivered to it on behalf of the Submitter.

II. General Provisions

- (a) This agreement is effective on the latter of either the date specified by the parties, or the date the agreement is acknowledged by an official with the Treasury’s Bureau of the Fiscal Service or with the Federal Reserve Bank of New York (“Bank”), Treasury’s fiscal agent for Treasury auctions, who is authorized to acknowledge this agreement (“an authorized Bureau of the Fiscal Service or Bank official”).

- (b) Prior to issuance of the securities, the DI will receive notice of the total par value of the securities to be delivered and the amount to be charged to its funds account, in accordance with 31 CFR Part 356.
- (c) The Submitter agrees that it is responsible to the Treasury to remit full payment for all securities it is awarded in Treasury auctions, including any securities awarded on behalf of its customers. The Submitter further agrees that it is responsible to the Treasury for full payment of all such securities awarded in the event that the Treasury does not receive full payment from the DI for all such securities awarded.
- (d) The Treasury may act on information in any tender in the name of the Submitter that reasonably appears to be valid and genuine.
- (e) The DI, by executing this agreement, guarantees the authority and signature of the person signing this agreement on behalf of the Submitter.

### III. Termination of Agreement

- (a) In the event that this autocharge agreement is terminated, it is the sole responsibility of the party terminating the agreement to notify the other party in writing.
- (b) This autocharge agreement will remain in effect until an authorized Bureau of the Fiscal Service or Bank official has received written notice from either of the parties that the agreement has been terminated; provided that, if securities are scheduled to be delivered under this agreement, an authorized Bureau of the Fiscal Service or Bank official must receive and acknowledge such notice in accordance with the following termination procedures:
  - (i) As to termination action by the DI, an authorized Bureau of the Fiscal Service or Bank official must receive and acknowledge the written notice by 3:00 p.m. ET on the business day prior to the issue date of the securities scheduled to be delivered,

except that where the auction and issue are on the same day, an authorized Bureau of the Fiscal Service or Bank official must receive and acknowledge the notice by no later than one hour after the Bureau of the Fiscal Service or the Bank has given the DI notice of the securities to be delivered;

- (ii) As to termination action by the Submitter after an auction but prior to the delivery of awarded securities, the written notice of termination will not be effective, and this agreement remains in full force and effect, unless the Submitter has provided to an authorized Bureau of the Fiscal Service or Bank official a new autocharge agreement executed by a depository institution having a funds account at a Federal Reserve Bank;
- (c) Termination action by the DI will not affect the Submitter's responsibility to remit full payment for the securities awarded.

AGREED TO BY \_\_\_\_\_

(Full DI Name and ABA #)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_

Affix Corporate Seal (DI):

AGREED TO BY \_\_\_\_\_

(Full Name of Submitter)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_



## Terms of the Autocharge Agreement

**SUBMITTER:** This is the entity that will be submitting tenders in Treasury auctions pursuant to 31 CFR Part 356. The Submitter is responsible to the Treasury for full payment for all securities awarded to Submitter, including any securities awarded on behalf of its customers. The Submitter must provide the full name of the entity that is submitting tenders under this autocharge agreement. The name shown on this autocharge agreement must be the same as that appearing on related agreements.

**DEPOSITORY INSTITUTION:** This is the DI who has a funds account at a Federal Reserve Bank and a book-entry securities account on the National Book Entry System (NBES) to which securities will be delivered against payment on settlement day.

**TREASURY:** This is the U.S. Department of the Treasury.

**BUREAU of the FISCAL SERVICE:** This is the Wholesale Securities Services within the Bureau of the Fiscal Service, U.S. Department of the Treasury.

**BANK:** This is the Federal Reserve Bank of New York, which acts as the fiscal agent of the U.S. Department of the Treasury.

**SIGNATURE FOR DI:** This is the signature of an officer of the DI having authority to enter into or terminate this autocharge agreement.

**SIGNATURE FOR SUBMITTER:** This is the signature of an officer of the Submitter having authority to enter into or terminate this autocharge agreement.