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**বাংলাদেশ ব্যাংক**  
(সেন্ট্রাল ব্যাংক অব বাংলাদেশ)  
**প্রধান কার্যালয়**  
মতিবিল, ঢাকা-১০০০  
বাংলাদেশ।

ব্যাংক রেজল্যুশন ডিপার্টমেন্ট

বিআরডি সার্কুলার নং-০২

তারিখ: ০৭ কার্তিক, ১৪৩২  
২৩ অক্টোবর, ২০২৫

ব্যবস্থাপনা পরিচালক/সিইও/প্রধান নির্বাহী কর্মকর্তা  
বাংলাদেশে কার্যরত সকল তফসিলি ব্যাংক ও ফাইন্যান্স কোম্পানি।

প্রিয় মহোদয়,

**"Regulations for Bank Resolution, 2025" প্রণয়ন প্রসঙ্গে।**

ইসলামি ব্যাংকসহ বিভিন্ন তফসিলি ব্যাংক ও ফাইন্যান্স কোম্পানির রেজল্যুশন কার্যক্রম কার্যকর ও সুশৃঙ্খলভাবে সম্পাদনের লক্ষ্যে ব্যাংক রেজল্যুশন অধ্যাদেশ, ২০২৫-এর বিভিন্ন ধারায় বর্ণিত বিধান পরিপালনের নিমিত্ত একই অধ্যাদেশ-এ প্রদত্ত ক্ষমতাবলে বাংলাদেশ ব্যাংক এর পরিচালক পর্ষদ কর্তৃক অনুমোদিত "Regulations for Bank Resolution, 2025" শিরোনামযুক্ত প্রবিধানমালা সকলের অবগতির জন্য এতদসঙ্গে যুক্ত করা হলো।

২। এ প্রবিধানমালা অবিলম্বে কার্যকর হবে।

আপনাদের বিশ্বস্ত,

(মোঃ আসাদুজ্জামান খান)  
পরিচালক (বিআরডি)  
ফোন: ০১৭১৫০২৪৪৮৫



# Regulations for Bank Resolution, 2025





# Regulations for Bank Resolution, 2025

Bank Resolution Department (BRD)  
Bangladesh Bank, Head Office  
Dhaka-1000

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*This Regulation has been approved in the 444<sup>th</sup> meeting of the  
Board of Directors of Bangladesh Bank on 6<sup>th</sup> October 2025*

# Contents

List of Abbreviations	2
Preamble:	1
Chapter I: Preliminary	1
Chapter II: Resolution Authority and Governance	4
Chapter III: Resolution Planning	5
Chapter IV: Resolvability Assessment	7
Chapter V: Resolution Tools	10
Chapter VI: Conditions and Initiation of Resolution	11
<b>Schedule A: Contents of Resolution Plans</b>	<b>16</b>
<b>Schedule B: Information Template for Resolution Plan</b>	<b>17</b>
<b>Schedule C: TOR of the “Resolution Coordination Unit”</b>	<b>18</b>
<b>Schedule D: Administrator Appointment Form</b>	<b>20</b>
<b>Schedule E: TOR of the Temporary Administration</b>	<b>24</b>

# List of Abbreviations

1. BB – Bangladesh Bank
2. BRD – Bank Resolution Department (Resolution Authority within BB)
3. BRO – Bank Resolution Ordinance, 2025
4. CBS – Core Banking System
5. CTF – Counter-Terrorism Financing
6. DCR – Displaced Commercial Risk
7. D-SIB – Domestic Systemically Important Bank
8. DRS – Disaster Recovery Site
9. IAH – Investment Account Holder
10. IRR – Investment Risk Reserve
11. IT – Information Technology
12. MROFEL – Minimum Requirement for Own Funds and Eligible Liabilities
13. NCWO – No Creditor Worse Off
14. OCIR – Operational Continuity in Resolution
15. P&A – Purchase and Assumption
16. PCA – Prompt Corrective Action
17. PER – Profit Equalization Reserve
18. RCU – Resolution Coordination Unit
19. RIA – Restricted Investment Account
20. SB – Shariah Board
21. TA – Temporary Administration / Administrator
22. TLAC – Total Loss-Absorbing Capacity

## Preamble:

**WHEREAS** the Bank Resolution Ordinance, 2025 (Ordinance No. 19 of 2025), hereafter called as the 'Ordinance', has been enacted to provide a legal foundation for the orderly resolution of distressed banks and for safeguarding financial stability;

**AND WHEREAS** it is considered expedient that certain Sections of the said Ordinance be further clarified, elaborated, and operationalized through detailed Regulations in order to ensure their effective implementation and to provide clear guidance to all stakeholders;

**AND WHEREAS** Bank Resolution Department (BRD) of Bangladesh Bank (BB), being the designated Resolution Authority, as conferred under Section 6 of the Ordinance, deems it necessary to frame such Regulations to translate the statutory provisions of the Ordinance into actionable procedures, thereby ensuring consistency, transparency, and compliance in the resolution process of all scheduled banks, including Islami banks and finance companies in Bangladesh;

**NOW THEREFORE**, in exercise of the powers conferred by Section 97 of the Ordinance, and in pursuance of the enabling provisions contained in Section 9(2), 15(6) and 34 of the Ordinance which authorizes BRD of BB to formulate appropriate regulations for the resolution of Islami bank(s), together with Sections 12(6), 12(7), 13(2), 16(4), and 95 thereof, the Board of Directors of BB hereby makes the following Regulations, namely:-

## Chapter I: Preliminary

### 1. Short Title and Commencement

- a. This Regulation may be called the "Regulations for Bank Resolution, 2025".
- b. It shall come into force on the date of its publication.

### 2. Application

- a. This Regulation shall apply to the resolution of all scheduled banks, including Islami banks, where applicable, and/or to other entities in a banking group [Section 2(33) of the Ordinance] or financial group [Section 2(26) of the Ordinance] or stakeholders/related institutions [Section 2(47) of the Ordinance] as provided under Section 1(3) of the Ordinance.
- b. This Regulation shall apply, under the provision of Section 95 of the Ordinance, where applicable, *mutatis mutandis*, to the resolution of all finance companies as defined in Section 3(25) of the Ordinance.
- c. Where this Regulation refers to capital instruments, eligible liabilities, payouts, pricing, interest, or debt, such references shall, for Islami banks, be construed to mean Shariah-compliant capital instruments, eligible claims and liabilities, payouts, profit rates, and Shariah-based financing instruments. Any action under this Regulation for Islami banks shall be structured and implemented in a manner that preserves Shariah compliance and the integrity of underlying Shariah contracts.

### 3. Objectives.

- a. The objectives of this Regulation are to ensure that bank resolutions are carried out effectively and in an orderly manner. This Regulation complements the Ordinance by providing procedures, technical criteria, and guidance to achieve the stipulated

objectives.

- b. In the case of Islami banks, resolution actions shall also seek to:
  - i. maintain continuity of Shariah-compliant critical functions and services;
  - ii. respect the rights and risk-sharing features of investment account holders and counterparties under Shariah contracts;
  - iii. avoid the creation of interest-bearing obligations or receipts;
  - iv. ensure any bail-in or conversion to Shariah-compliant instruments; and
  - v. give effect to depositors or any other account holder as per shariah principle.

#### **4. Legal Authority and Interpretation**

- a. This Regulation is made under the powers conferred by Section 97 of the Ordinance, read with Section 9(2), 15(6) and 34 and shall be read in conjunction with the Ordinance. In case of any inconsistency, the provisions of the Ordinance shall prevail.
  - b. BRD may issue guidelines, circulars, or directives from time to time to clarify or implement the provisions of this Regulation, and such guidance shall be binding on all scheduled banks, including Islami banks.
  - c. For resolution actions involving Islami bank, BRD may constitute or draw upon a Shariah Advisory Panel and seek advice from Shariah Scholar to ensure actions, instruments, and transfers remain Shariah-compliant without impairing timeliness and effectiveness.
  - d. The headings and chapter titles in this Regulation are for convenience only and shall not affect its interpretation.
5. **Incorporation by reference.** Words and expressions used in this Regulation and not defined herein shall have the same meaning as in the Ordinance. Where a definition in this Regulation differs from or expands upon the Ordinance for operational clarity, the Ordinance prevails in the event of inconsistency.
6. **Interpretation for Islami banks.** Any reference in this Regulation to capital instruments, eligible liabilities, payouts, pricing, interest, or debt shall, for Islami banks, be construed to mean Shariah-compliant capital instruments, eligible claims and liabilities, payouts, profit rates, and Shariah-based financing instruments. All actions for Islami banks under this Regulation shall be structured to preserve Shariah compliance and the integrity of underlying Shariah contracts, including transferability and novation mechanics where applicable.

#### **7. Definitions and Clarifications**

In the regulations unless the context otherwise requires:-

- i. Bank Resolution Department (BRD) means the department of BB designated as the Resolution Authority for the purposes of this Regulation.
- ii. Shariah-compliant instrument includes, without limitation, equity and capital instruments structured as Additional Tier 1 or Tier 2 Shariah-based instruments and other Shariah-based financing instruments approved by BB.
- iii. Investment Account Holder (IAH) means a customer placing funds with an Islami bank on a profit-and-loss sharing or profit-and-loss bearing basis (including unrestricted or restricted investment accounts), in accordance with the contractual and disclosure framework of the bank.
- iv. Profit rate means a profit-sharing ratio or pre-agreed mark-up, rental, or similar return under Shariah-compliant contracts, and not interest.

- v. PER/IRR means the Profit Equalization Reserve and the Investment Risk Reserve maintained by Islami banks in line with approved policies to smooth returns and absorb investment risks of IAH pools.
- vi. Displaced Commercial Risk (DCR) means the risk that an Islami bank foregoes part of its mudarib/share of profit to pay IAH a return comparable to market rates, consistent with disclosures and policy.
- vii. NCWO-IAH means the “No Creditor Worse Off than in liquidation – Investment Account Holder” safeguard applied to IAH, ensuring they do not bear losses in resolution greater than they would have borne under a counterfactual winding-up consistent with contractual terms and applicable law.
- viii. Purchase and Assumption (P&A) means a transfer of specified assets, rights and liabilities of a scheduled bank under resolution to a transferee (including a Bridge Bank), on commercial or directed terms consistent with resolution objectives.
- ix. Resolution Coordination Unit (RCU) means the dedicated unit established by each scheduled bank to coordinate with BRD on resolution-planning tasks, information submissions, simulations and related matters; in the case of an Islami bank, the RCU shall include a designated Shariah liaison.
- x. Shariah Advisory Panel (for resolution) means a panel constituted or drawn upon by BRD to advise on Shariah compliance of resolution actions involving an Islami bank.
- xi. Shariah-based liquidity support means liquidity or financing extended in forms acceptable under Shariah as specified by BRD for Islami bank resolutions and Bridge Banks.
- xii. Total Loss-absorbing Capacity (TLAC) or Minimum Requirement for Own Funds and Eligible Liabilities (MROFEL), used in this Regulation as an indicative standard for pre-positioning loss-absorbency consistent with local law and BB directions.
- xiii. Transferee means the third party to whom shares, assets and/or liabilities of a bank under resolution are transferred, including a Bridge Bank or a licensed Distressed Asset Management Company.
- xiv. Hiwālah means the transfer of debt from the transferor (muheel) to the payer (muhal alaihi). This concept allows a debtor to assign their or its obligation to another debtor, without the creditor’s consent, so long as that assignee party is solvent.

## Chapter II: Resolution Authority and Governance

### **8. Functional Autonomy of Bank Resolution Department (BRD) of BB and Separation of Roles.**

- a. In pursuance of Section 1(2), Section 5(1) and Section 6 of the Ordinance, the Bank Resolution Department (BRD) (hereinafter referred to as “BRD”) shall, for all regulatory and operational purposes of resolution, be treated as an independent Resolution Authority for the proper and efficient exercise of all powers, duties and functions relating to the resolution of scheduled banks, including Islami banks and finance companies, where applicable.
- b. Consistent with Section 5(2) of the Ordinance, the powers and responsibilities vested in BRD shall be separate and independent from the BB’s regulatory and supervisory functions.
- c. This department shall be staffed with personnel who have expertise and/or related professional degrees in bank supervision, insolvency, finance, accounts, and law, and may draw on external experts (person or organization) as needed. For Islami bank resolutions, BRD shall ensure access to adequate Shariah expertise.

### **9. Governance and Coordination.**

- a. BRD, as the Resolution Authority, shall establish necessary governance arrangements to ensure that resolution decisions are taken efficiently, objectively, and on time.
- b. BRD shall coordinate and communicate with all regulation and supervision-related departments of BB and with other agencies, as and when necessary.
- c. For the purpose of resolution, BRD shall regularly obtain the risk profile and recovery plan status of all scheduled banks, including Islami banks, from the regulation and supervision-related departments of BB. Any material deficiencies in a bank’s recovery plan or substantial impediments to its execution must be promptly communicated to BRD.
- d. BRD shall coordinate with the Government on matters where public funding support may be needed.
- e. When depositor payouts or transfer of insured depositors are involved, BRD may request and use the Deposit Insurance Fund (regardless of the name by which it is called) to ensure prompt payment or transfer of protected deposits, including protected Islamic deposits to the extent recognized as “deposits” under applicable law.

### **10. Objective of Resolution**

- a. BRD shall have regard to the objectives pursuant to section 9 (1) of BRO,2025 while exercising and discharging its powers, duties and functions for all the scheduled banks including Islami Banks. As per section 9(2) of the BRO, 2025, BRD shall ensure compliance of Pursuant to Section 12,i Banks under resolution.

## Chapter III: Resolution Planning

Pursuant to Section 12, read with Section 85 of the Ordinance.

### 11. Core Requirements for Resolution Plans

- a. **Plan Formulation and Maintenance.** BRD shall formulate and maintain a Resolution Plan for each scheduled bank within the scope of this Regulation, as mandated by Section 12(1) of the Ordinance.
- b. **Simplified Resolution Plans.** In line with Section 12(8) of the Ordinance, BRD may require a simplified resolution plan for banks that are not Domestic Systemically Important Banks and not under the Prompt Corrective Action (PCA) framework, easing regulatory burden while ensuring basic resolvability.
- c. **Content.** Each Resolution Plan must, at a minimum, address the elements specified in [Schedule A - Contents of Resolution Plans](#).

### 12. Information and Data Requirements

- a. **Bank's Duty to Cooperate.** Every scheduled bank must cooperate fully with BRD by providing all information requested under Sections 12(6) and 12(7) of the Ordinance. The minimum required information is described in [Schedule B - Information Template for Resolution Plan](#).
- b. **Simulations and Regulatory Sandboxes.** In accordance with Section 12(9) of the Ordinance, banks shall participate in exercises, simulations, or regulatory sandboxes as directed by BRD to validate the feasibility of their Resolution Plans. For Islami banks, at least one simulation every 24 months shall test Shariah-compliant bail-in, Purchase & Assumption (P&A) to an Islami transferee, and Bridge Bank operations.

### 13. Review and Update

- a. **Frequency**
  - i. **Domestic Systemically Important Banks (D-SIBs) and banks under PCA Category 4:** review and update at least every six months, or immediately if material changes occur.
  - ii. **Other banks:** annual review and update, or earlier if material changes occur.
- b. **Material Change Notification:** Whenever any material changes arise, the concerned Regulation and Supervision Departments of BB shall promptly inform BRD with details of the change, its potential implications, and any supervisory measures taken. BRD shall then assess the impact on recovery and resolution planning in line with Section 12(2) of the Ordinance.

**14. Resolution Coordination Unit within Banks:** Each scheduled bank shall establish a dedicated 'Resolution Coordination Unit (RCU)' to ensure day-to-day coordination of all resolution-planning tasks.

- a. **Leadership:** The RCU shall be headed by a senior official of at least Deputy Managing Director (DMD) rank.
- b. **Terms of Reference:** The RCU's duties and authority are set out in [Schedule C - Terms of Reference \(TOR\) of the "Resolution Coordination Unit"](#) housed in the scheduled

banks, and include, but not limited to, internal coordination, timely data submission, liaison with BRD, etc.

**15. Supervisory Follow-up and Enforcement**

- a. BRD may direct remedial steps or enhancements to a bank's Resolution Plan whenever deficiencies are detected.
- b. Non-compliance with this Regulation shall attract penalties under Section 85 of the Ordinance and may trigger heightened supervisory measures, including restrictions on dividends, new business lines, or growth.

**16. Transparency and Confidentiality**

Banks shall maintain strict confidentiality regarding BRD instructions and plan content except where authorized by BRD.

## Chapter IV: Resolvability Assessment

Pursuant to Sections 13 and 14 read with Section 85 of the Ordinance.

### 17. Resolvability Assessments.

- a. **Frequency:** BRD shall assess the resolvability of systemically important scheduled banks or Banks under prompt corrective action as part of the resolution planning process under Section 13 of the Ordinance:
  - i. **Domestic Systemically Important Banks (D-SIB):** full-scope resolvability assessment twice yearly.
  - ii. **All other scheduled banks under prompt corrective action:** Banks under prompt corrective action shall be assessed annually.
  - iii. **Discretionary reviews:** whenever material changes occur that may affect resolvability.
- b. **Methodology:** BRD shall adopt the following methodology to assess resolvability of scheduled bank including Islami Banks
  - i. BRD shall issue a detailed scoring framework covering:
    1. Legal and operational separability of critical functions.
    2. Availability and location of loss-absorbing capacity.
    3. Adequacy of data for rapid valuation and execution of bail-in or transfer.
    4. Operational continuity of essential services and third-party dependencies.
    5. Ability to execute resolution strategies (e.g. Bridge Bank, Purchase & Assumption, bail-in, liquidation, etc.).
    6. Cross-border coordination and recognition of resolution actions.
    7. Contingency funding and liquidity in resolution.
  - ii. The resolvability framework for an Islami bank shall also assess:
    1. Constitutive documentation for conversion/write-down of Shariah instruments;
    2. Transferability of Shariah assets/liabilities and novation mechanics for contract-based products;
    3. Segregation of restricted investment account assets and their portability;
    4. Ability to operate an Islami Bridge Bank and to adjust profit rates promptly;
    5. Availability of Shariah-compliant liquidity channels.
    6. Other necessary instruments, records, or arrangements as deemed appropriate by BRD.

### 18. Information and Data Requirements: Each bank must submit to BRD:

- a. A self-assessment on resolvability.
- b. A resolution-critical data pack (covering, but not limited to, legal-entity and intra-group exposures, critical functions, liability structures, collateral, funding & liquidity, IT dependencies, etc.).
- c. Evidence of testing, including at least one live simulation every 24 months.
- d. Islami banks shall additionally provide other necessary instruments, records, or arrangements as deemed appropriate by BRD.

## 19. Process and Timelines

- a. **Initiation** – BRD shall notify the bank regarding the commencement of an assessment.
- b. **Hearing** – The bank shall have an opportunity to be heard before the assessment is finalized (Section 13(3) of the Ordinance).
- c. **Outcome** – BRD shall prepare a Resolvability Assessment Report within 30 working days of concluding the assessment, providing:
  - i. One of three ratings:
    1. **Resolvable** – no material impediments.
    2. **Resolvable with Deficiencies** – impediments identified that can be addressed within agreed timelines.
    3. **Not Resolvable** – significant impediments exist that necessitate structural reforms.
  - ii. A list of specific impediments and corrective measures.

## 20. Removal of Impediments to Resolvability

- a. Where BRD identifies substantive impediments, it shall:
  - i. communicate findings to the bank and instruct it to submit, within two months, a remedial proposal.
  - ii. assess the proposal within 30 working days, taking into account the bank's operations and systemic stability, and engaging in supervisory dialogue.
  - iii. take decision –
    1. to set binding timeframes and monitor progress, if accepted.
    2. give order alternative or additional measures under Section 14(3) of the Ordinance, if not acceptable, including but not limited to:
      - a. revising or entering intra-group financial support agreements.
      - b. revising or entering service agreements (intra-group or third party).
      - c. limiting exposures to specified entities.
      - d. providing additional regular reports and data.
      - e. disposing of specified assets.
      - f. limiting or ceasing certain activities.
      - g. undertaking legal or operational restructuring to separate critical functions.
      - h. issuing eligible liabilities to strengthen loss-absorbing capacity.
  - iv. measure, for Islami banks, that shall include, where relevant:
    1. conversion features in Sukuk-type instruments;
    2. pre-positioning Purchase & Assumption to Islami transferees;
    3. Structurally isolating restricted IAH assets; and
    4. Shariah-compliant liquidity arrangements.
  - v. follow up the bank to report quarterly until BRD verifies closure of impediments.

b. Failure to adequately remove impediments may result in more stringent actions, including, but not limited to, restrictions on dividends, new business lines, or growth, and any other measures necessary to protect financial stability.

**c. Follow-up and Enforcement**

- i. Persistent non-compliance triggers penalties under Section 85 of the Ordinance, including monetary fines and management actions.
- ii. In extreme cases, BB may adjust the bank's resolution strategy or impose structural measures to safeguard resolvability.

**d. Confidentiality:** Banks shall maintain strict confidentiality of BRD findings except where BRD authorizes disclosure.

## Chapter V: Resolution Tools

Pursuant to Chapter 4 of the Ordinance, BRD shall apply the resolution tool as determined appropriate by it for the Scheduled Banks, including Islami Banks.

### 21. Resolution Tools

Under section 34 of BRO, 2025 the following issues may be considered for the resolution of Islami Banks:

- a. BRD shall comply Shariah for applying the resolution tool for Islami Banks.
- b. In case of merger of Islami Bank, the merging institutes must be Shariah compliant, with a clear legal framework and proper licensing.
- c. A debt to a new assignee (a solvent bank or a bridge bank), may be transferred under the concept of *hiwālah* as per BRD's decision and best judgment.
- d. BRD shall protect the interest of IAH to get back their investment that are equivalent to their account balances, if these assets are not at a loss, along with the profits achieved. If there is a loss, the IAH are entitled to the residual of those assets.
- e. Under the asset sales implementation practicalities, the creditor hierarchy may be observed in adherence with Shari'ah principles, with the ranking as follows:
  - i. account holders protected by a third party;
  - ii. collateral-secured creditors, who should be given priority in paying their debts from the collateral up to the value of their collateral, and owners of assets that still exist in their original state will get the assets;
  - iii. unsecured creditors, current account holders, and IAH that have incurred a loss due to negligence or misconduct, or who have otherwise breached contractual terms by the IIFS, up to the amount of the loss, who should receive an amount pro-rata to their proportion in the debt;
  - iv. creditors who have agreed to delay their right to receive the payment until other creditors are paid;
  - v. Whenever there is a leftover portion of funds from a post-sale transaction, it shall be allocated to the shareholders as residual claimants

## Chapter VI: Conditions and Initiation of Resolution

Pursuant to Sections 13 (2), 15, 16, 18, and 20-26 of the Ordinance.

### 22. Criteria and Triggers for Resolution

- a. **Core Conditions:** Resolution may be initiated when:
  - i. the bank is, or is likely to be, no longer viable; or
  - ii. there is no reasonable prospect of recovery or viability through private-sector measures or supervisory actions within a reasonable time.
  
- b. **Key Considerations:** In forming its judgment, BRD shall consider, inter alia:
  - i. regulatory capital levels,
  - ii. liquidity position and funding profile,
  - iii. asset quality and risk concentrations,
  - iv. ability to meet obligations as they fall due, and
  - v. effectiveness of any corrective actions already taken.

### 23. Illustrative Non-Viability Circumstances:

- a. Without limiting the generality of Section 15 of the Ordinance, a bank may be deemed non-viable and without reasonable prospect of becoming viable if one or more of the following exist:
  - i. **Insolvency**—liabilities exceed assets substantially and fail to maintain regulatory capital requirements.
  - ii. **Inability to meet obligations**—persistent failure or imminent failure to meet obligations to depositors or creditors.
  - iii. **Serious legal or regulatory violations**—breaches of banking laws or directives warranting license revocation.
  - iv. **Unsafe or unsound practices**—fraud or insider abuse by owners or management causing significant loss or risking depositors' interests.
  
- b. Additionally, for Islami banks, BRD may also consider:
  - i. material Shariah non-compliance events affecting the bank's viability or reputation;
  - ii. operational obstacles to transferring Shariah assets and liabilities to an Islami transferee or Bridge Bank.

### 24. Relationship with Prompt Corrective Action (PCA):

- a. If the bank is under the PCA framework, the persistence or worsening of PCA triggers (e.g. critically low capital ratios) shall determine the non-viability.
- b. Implementation of PCA does not preclude BRD from deciding on resolution if the situation requires it.

### 25. Decision to Initiate Resolution

- a. **Competent Authority:** The decision to resolve a bank shall be taken by the Board of Directors of BB upon recommendation from BRD.

- b. **Documentation and Notice:** The decision shall be issued specifying:
  - i. the legal basis,
  - ii. date and time of commencement, and
  - iii. immediate actions (such as appointment of an Administrator).
- c. **Regulatory Notifications:** Immediately after the decision, BRD shall notify:
  - i. all departments/units/offices of BB,
  - ii. the Ministry of Finance,
  - iii. the Deposit Insurance Fund (regardless of the name by which it is called) authority,
  - iv. any other relevant domestic regulators, and
  - v. if applicable, host supervisors or foreign resolution or regulatory authorities.
- d. **Public Disclosure**
  - i. BRD may defer a public announcement if instant disclosure might destabilize the financial system.
  - ii. However, if a moratorium is set or Administrator is deployed, a public statement must be issued no later than the next working day of taking the decision.
- e. **Legal Effect of Commencement:** From commencement of resolution,:
  - i. the bank shall carry on business only under the control and direction of BRD or its appointed Administrator;
  - ii. the Board of Directors and senior management shall immediately yield control to the BRD or its appointed Administrator;

## 26. Preparatory Steps and Immediate Actions

- a. **Valuation**
  - i. BRD shall appoint an independent professional valuer or auditor to conduct a prudent, realistic, and definitive valuation of assets and liabilities of the bank under resolution under Section 18 of the Ordinance.
  - ii. A provisional valuation, conducted by the bank as instructed by BRD may be used if urgent action is necessary, but this provision valuation shall be treated as complimentary to the independent valuation.
  - iii. In case of Islami bank, valuation shall include the following, but not limited to,:
    - 1. contractual cash-flow structures;
    - 2. Shariah-based ownership/title;
    - 3. conversion values for Sukuk-type instruments; and
    - 4. Other necessary instruments, records, or arrangements as deemed appropriate by BRD.
- b. **Appointment of Administrator:**
  - i. Unless BRD decides to manage the bank directly, it shall appoint an Administrator under Section 16(1)(ka) and Section 20(1) of the Ordinance, using [Schedule D – Administrator Appointment Form](#).

In case of Islami Banks, the Administrator must meet fit-and-proper standards and have adequate Shariah expertise or be assisted by a Shariah expert/panel.

- ii. The Terms of Reference (ToR) of Temporary Administration are stipulated in [Schedule E – Terms of Reference of the Temporary Administration](#).
- c. **Temporary Stays and Moratoria:** To stabilize the bank and facilitate resolution, BRD may order:
  - i. a general stay on obligations not exceeding two working days; and/or
  - ii. a targeted stay on specified contracts or activities for up to three months.
  - iii. to give the protected depositors access to an appropriate daily amount.
  - iv. any stay, in case of Islami banks, that shall respect the close-out and termination features in Shariah contracts to the extent permitted by law and this Regulation, with novation or transfer to a compliant transferee where appropriate.
- d. **Securing the Bank:** BRD and/or the Administrator shall promptly:
  - i. secure control over premises, books, accounts, and IT systems,
  - ii. contact with the competent authority to protect share transfer,
  - iii. prohibit unauthorized transfers of assets, and
  - iv. document all inventories therein.

## 27. Temporary Administration and Management in Resolution

- a. **Purpose and Authority:** Acting under Sections 16 and 20–26 of the Ordinance, an Administrator manages the bank primarily to implement BRD’s resolution strategy and to maintain continuity of essential services.
- b. **Appointment and Qualifications:**
  - i. Appointed by BRD and publicly notified.
  - ii. Must meet fit-and-proper standards as specified in Section 22(2) of the Ordinance.
  - iii. Disqualifications include creditor/shareholder status, criminal record, unresolved default, bankruptcy, or conflicts of interest.
  - iv. Any post-appointment discovery of disqualification or conflict requires immediate notification to BRD and may result in replacement.
- c. **Powers and Duties:** In addition to all the powers and duties stipulated in the Ordinance, the Administrator shall:
  - i. ensure that wherever subordinated debt is referenced as a loss-absorbing tool, Islami banks shall use Shariah-based instruments in every case.
  - ii. ensure that for Islami banks, capital increases under Section 27 of the Ordinance of the Ordinance shall exclude conventional subordinated debt, and Shariah-based instruments shall be used instead.
  - iii. ensure that in resolution by acquisition, purchase and assumption (P&A), or merger, both the transferor and transferee shall be Islami banks where Shariah-compliant assets and liabilities are transferred.
  - iv. ensure that where a Bridge Bank is established for an Islami bank, it shall be constituted as an Islami Bridge Bank. Such Bridge Bank may reduce or raise profit rates on acquired deposits and investment accounts effective from the date of

written notification to customers, subject to applicable law and contract. The Board of the Islami Bridge Bank shall include at least one Shariah expert.

- v. ensure that nothing in this section prevents BB from extending emergency liquidity assistance or other market-wide liquidity mechanisms to a Bridge Bank, provided that for Islami banks such support shall be structured as Shariah-compliant financial assistance as determined by BB.
- vi. ensure that under Section 33 of the Ordinance, eligible liabilities of Islami banks shall be treated as Shariah-based instruments, and any conversion or write-down shall result only in Shariah-compliant instruments.
- vii. ensure other pertinent measures as deemed appropriate.

**d. Oversight and Reporting**

- i. The Administration shall operate under continuous supervision of BRD and must comply with all directives.
- ii. He/she shall provide regular written reports in the form and frequency required (e.g. weekly updates, monthly financials).
- iii. The Administrator shall maintain a register of all decisions and actions, accessible to BRD.

**e. Remuneration and Expenses**

- i. BRD shall set the Administrator's remuneration in the appointment order.
- ii. All costs of the Temporary Administration, including approved expert fees, are borne by the bank and are subject to BRD's oversight.

**f. Termination and Handover**

- i. Temporary Administration ends when:
  - 1. the specified term expires (unless extended),
  - 2. the Administrator resigns or becomes incapacitated,
  - 3. BRD removes or replaces the Administrator for cause, or
  - 4. BRD determines that resolution is complete.
- ii. At termination, the Administrator must:
  - 1. prepare a final report on activities and outcomes,
  - 2. hand over all records and control to the succeeding authority—whether a new board and management, a bridge bank, a purchaser, or a liquidator—ensuring a smooth transition.

**g. Employment Protections**

- i. No mass termination of staff shall occur without BRD's approval.
- ii. The Administrator may temporarily suspend contractual termination rights of employees, if necessary, to maintain critical operations.

- h. **Governance and Oversight:** Major decisions (e.g., sale of significant assets, new borrowings, etc.) by the Administrator shall require BRD's prior consent. BRD may establish an advisory committee to support complex resolutions, including Shariah expertise where an Islami bank is concerned.

**28. Confidentiality of Information:** All information, data, and documents submitted by banks to BRD under these Regulations, including but not limited to Recovery Plans, Resolution Plans, and Resolvability Assessments, shall be treated as strictly confidential. BRD, its officers, and any appointed professionals shall not disclose such information except as required for resolution purposes, legal obligations, or by order of a competent court.

**29. Power to Interpret and Issue Directions:**

- a. BRD is the final authority for interpretation of any provision of this Regulation. If any doubt or ambiguity arises, BRD may issue an explanatory note or direction which shall be deemed part of this Regulation.
- b. Additionally, BRD may issue administrative directions, licenses, give approvals, or impose specific conditions on a case-by-case basis in furtherance of these Regulations, drawing authority to modify contracts, from Section 16(2)(cha) of the Ordinance, and other general powers.
- c. All parties concerned are bound to comply with such directions forthwith.
- d. For Islami banks, BRD may specify approved Shariah-compliant structures for any support, conversion, or liquidity action.

**30. Follow-up and Enforcement.**

- a. **Contravention of Regulation:** Non-compliance with any provision of this Regulation shall constitute a contravention of the Ordinance or any directives issued by BRD hereunder and shall be subject to penalties under Section 85 of the Ordinance.
- b. **Enforcement Measures:** BRD may impose penalties as deemed necessary to ensure adherence. Such penalties are without prejudice to any criminal liability that may arise under other applicable laws for willful violations or obstruction.

**31. Schedule:** The contents of the schedules attached to this regulation shall be amended, updated, expanded, and/or clarified, and additional schedules required for the regulation shall be augmented to this regulation by the BRD through circulars or directives from time to time.

**32. Review of Regulation:** BRD shall review the effectiveness of this Regulation at least every two years or earlier (if circumstances warrant). Amendments may be proposed to keep the Regulation updated with evolving international best practices and lessons learned from any resolutions carried out, including Shariah-related learnings. Any such amendments shall follow the same approval procedure as the initial Regulation.

## Schedule A: Contents of Resolution Plans

Pursuant to Section 12(6) of the Ordinance, the contents of a Resolution Plan may include, but not be limited to, the following elements:

1. Preamble stating the necessity and objectives of the resolution.
2. Short title of the Resolution Plan.
3. Definitions of terms used in the Resolution Plan.
4. Resolution strategies and preferred options under different failure scenarios.

### Financial Measures

5. Capitalization and recapitalization strategy, including use of bail-in and external support.
6. Any write-down, haircut, and/or transfer of assets, liabilities, and shares.
7. Imposition of loss on shareholders and creditors in accordance with the resolution strategy.
8. Hierarchy of claims and order of priority in resolution.
9. Financial continuity, liquidity needs, and access to temporary funding sources.
10. Depositors' protection and framework for settlement of the claims.
11. Management of other liabilities, including provisions, contingent liabilities, and tax obligations.

### Operational and Human Resource Measures

12. In the case of establishing a new bank under the resolution plan, the constitution of the Board of Directors, as well as the appointment of the Chief Executive Officer shall be specified.
13. Operational continuity of essential services, personnel, and systems.
14. Status and retention of employees and conditions of service during resolution.

### Implementation and Communication

15. Addressing legal obstacles such as court moratoria, contract clauses, or needed regulatory approvals
16. Communication plan with stakeholders and the public.
17. BRD may prescribe any additional matters to be included as deemed necessary.

For Islami banks, Schedule A may include, but not limited to:

18. Segmentation of liabilities: demand deposits, investment accounts (restricted/unrestricted), Shariah-based instruments, other Shariah liabilities;
19. Pre-positioning for bail-in to equity or Sukuk-type instruments, including legal terms enabling conversion/write-down;
20. Continuity of Shariah governance (role of SB and Shariah Advisory Panel during resolution);
21. Purchase & Assumption/transfer constraints ensuring Shariah assets and liabilities are transferred to an Islami transferee or to an Islami Bridge Bank;
22. Operational continuity for Islamic treasury, profit-rate risk hedging (where used), and core processing.

## **Schedule B: Information Template for Resolution Plan**

The contents of the Information Template for Resolution Plan may include, but not be limited to, the following elements:

1. Executive Summary
2. Organizational Profile
3. Critical Functions Map
4. Resolution Strategy
5. Financial Resources
6. Operational Continuity
7. Funding in Resolution
8. Valuation & Data
9. Impediments & Remedies
10. Cross-Border & Group Issues
11. Governance & Communication
12. Testing & Review
13. Public Disclosure Summary

For Islami banks, the information template may include, but not limited to:

1. granular contract-level data by Shariah type;
2. Sukuk terms, triggers, subordination and loss-absorption features;
3. segregated asset pools for investment accounts;
4. Islamic collateral, title and beneficial ownership records.

## Schedule C: TOR of the “Resolution Coordination Unit”

### Terms of Reference of the Resolution Coordination Unit (RCU) to be housed in the scheduled banks

1. **Purpose:** The Resolution Coordination Unit (RCU) is an internal structure to be established within every scheduled bank to ensure preparedness for, and effective coordination during any resolution action undertaken under the Ordinance and associated Regulations. Its primary objectives are to:
  - facilitate early detection and reporting of risks that may lead to resolution;
  - maintain updated data and plans needed for orderly resolution; and
  - provide an immediate interface between the bank and the Bank Resolution Department (BRD) during resolution events.
2. **Legal Basis:** This ToR is framed pursuant to:
  - 2.1. the Ordinance, particularly the provisions on resolution planning, information submission, and cooperation with the BRD; and
  - 2.2. the Bank Resolution Regulations, 2025, including those on Depositor Settlement, Employee Status, Loss Imposition, Hierarchy of Claims, Creditor Compensation, and Bridge Bank establishment.
3. **Scope of Responsibilities**
  - 3.1. **Resolution Planning and Readiness**
    - 3.1.1. Develop and maintain a bank-specific resolution plan consistent with the resolution strategies approved by the BRD.
    - 3.1.2. Maintain a resolution data room (digital repository) containing up-to-date financial statements, contractual obligations, critical services maps, and operational manuals.
    - 3.1.3. Conduct periodic self-assessments and drills on resolution readiness.
  - 3.2. **Early Warning and Escalation**
    - 3.2.1. Monitor key risk indicators (capital adequacy, liquidity, asset quality, large exposures) for early signs of distress.
    - 3.2.2. Report significant breaches or risks to the bank’s Board, senior management, and the BRD without delay.
  - 3.3. **Coordination During Resolution**
    - 3.3.1. Serve as the single point of contact for the BRD, resolution administrators, and other regulatory or governmental agencies.
    - 3.3.2. Provide immediate access to information and facilitate implementation of BRD directives on:
      - 3.3.2.1. bail-in or loss imposition,
      - 3.3.2.2. transfer of assets and liabilities,
      - 3.3.2.3. establishment of a bridge bank, or
      - 3.3.2.4. depositor settlement and creditor compensation.
  - 3.4. **Post-Resolution Support**
    - 3.4.1. Assist in claims verification, creditor communication, and data reconciliation during and after resolution.
    - 3.4.2. Coordinate with any appointed bridge bank or acquiring institution to ensure continuity of critical operations.

#### 4. Governance and Composition

Element	Specification
<b>Head of Unit</b>	Senior executive (e.g., Deputy Managing Director or equivalent) with authority to access all bank data and commit resources.
<b>Core Members</b>	Heads of Risk, HR, Finance, Treasury, Operations, IT, Legal, and Compliance.
<b>Secretariat</b>	Designated officers for record-keeping, data management, and liaison with BRD.
<b>Reporting Line</b>	Reports directly to the bank's Managing Director/Chief Executive Officer and functionally to the BRD.
<b>Decision-Making</b>	Acts collectively, with authority to issue binding instructions within the bank for resolution purposes.

The RCU of an Islami bank shall include a designated Shariah liaison to interface with the bank's SB and BB's Shariah Advisory Panel during resolution planning.

#### 5. Powers and Duties

The RCU shall have full and unhindered-access to:

- 5.1. all bank records, systems, and staff relevant to resolution planning and execution;
- 5.2. internal audit and compliance reports;
- 5.3. external consultants or legal advisors engaged for resolution preparedness.

The RCU may require prompt action from any department to remedy deficiencies or provide information needed for resolution.

#### 6. Information and Reporting Requirements

- 6.1. Quarterly Preparedness Report to the BRD detailing resolution readiness, key risk indicators, and any impediments to resolvability.
- 6.2. Immediate Incident Reports upon detecting material financial or operational stress.
- 6.3. Resolution Event Reports provide daily situation updates during a resolution action.

#### 7. Confidentiality and Data Protection

- 7.1. All data and communications handled by the RCU are strictly confidential and may be disclosed only to the BRD or persons authorized under the Ordinance.
- 7.2. Breach of confidentiality shall attract penalties as provided in the Ordinance and other applicable laws.

#### 8. Interaction with Other Bank Functions

- 8.1. The RCU works in close coordination with the Board Risk Management Committee, Audit Committee, Compliance, and Business Continuity teams.
- 8.2. In a resolution scenario, the RCU's directives override normal business processes to the extent necessary to give effect to BRD instructions.

#### 9. Review and Updates

- 9.1. The ToR shall be reviewed annually in consultation with the BRD.
- 9.2. Any revisions shall be approved by the bank's Board and notified to the BRD.

# Schedule D: Administrator Appointment Form

(Issued under Sections 16, 18, 20–26, 85 and 97 of the Ordinance)

## D.1 Appointment Order (to be issued by BRD)

**Bangladesh Bank**  
**Bank Resolution Department (BRD)**

**Order No.:** [BRD/TA/\_\_\_/20\_\_] **Date:** [●] **Time (Effective Time):** [●:●, DD MMM YYYY]

**Subject:** Appointment of **Administrator** for [Name of Bank Under Resolution] (the “Bank”)

1. **Legal Basis.** Pursuant to Section 16(1) and Section 20(1) of the Ordinance (the “Ordinance”), and the Regulations for Bank Resolution 2025, the BRD hereby appoints an Administrator for the Bank, with powers and responsibilities conferred under Sections 16 and 20–26 and related provisions of the Ordinance. The Administrator shall perform duties in accordance with the Ordinance, these Regulations, and Schedule E (TOR of the Temporary Administration).

2. **Appointee.**

- **Name (individual):** [ ]
- **National ID:** [ ]
- **TIN:** [ ]
- **Address:** [ ]
- **Shariah Expertise (tick if applicable to an Islami bank):**
  - Appointee has adequate Shariah expertise
  - Appointee shall be assisted by a BRD-approved Shariah expert/panel.

3. **Bank Under Resolution.**

- **Name:** [ ]
- **License No.:** [ ]
- **Registered Address:** [ ]
- **BRD Case Ref.:** [BRD/RES/\_\_\_/20\_\_]
- **Resolution Commencement:** [DD MMM YYYY]

4. **Scope, Powers and Immediate Directions.**

- a) The Administrator shall assume all powers of the Bank’s board and senior management (subject to lawful limits), implement BRD’s resolution strategy, and ensure continuity of critical functions.
- b) **Immediate actions (non-exhaustive):**
- i. Take control of premises, books, records, IT systems, seals and assets;
  - ii. Contact with the competent authority to protect share transfer and prevent unauthorized asset transfers;
  - iii. Maintain payments and core IT; compel continuation of critical services where necessary;
  - iv. Arrange provisional valuation and, where directed, definitive valuation under Section 18 of the Ordinance;
  - v. Prepare and keep an Inventory of Assets and Liabilities (ref. Section 23 of the Ordinance);
  - vi. Prepare a Resolution Options Report for BRD;
  - vii. Execute BRD-approved tools (including purchase & assumption, bridge bank transfer, bail-in, asset separation);

viii. For Islami banks: any other necessary actions and/or arrangements as deemed appropriate by BRD.

c) **Limits/Reservations:** As may be set out in Annex D-A (Specific Directions/Limitations).

5. **Reporting & Registers.**

- a) Written weekly operational reports and monthly financials to BRD (or more frequently if instructed).
- b) Immediate notice to BRD of any material event (liquidity stress, legal action, system outage, operational disruption, etc.).
- c) Always Maintain a Register of Administrator Decisions and Actions available for BRD inspection.

6. **Remuneration & Expenses.** The Administrator's fees and reimbursable expenses shall be as per Annex D-B (Remuneration & Expense Schedule), payable by the Bank, subject to BRD's oversight and audit.

7. **Term & Termination.**

- a) Term: From the Effective Time until [DD MMM YYYY], unless extended by BRD or ended earlier under para (b).
- b) Early termination/replacement: By BRD at any time for cause (including conflict, non-performance, incapacity) or in the interests of financial stability.

8. **Independence, Conflicts and Fitness.** The Administrator (and any firm personnel) shall not be a creditor/shareholder of the Bank, nor subject to disqualification (criminal conviction for dishonesty, unresolved default, bankruptcy, regulatory bar, or conflict of interest). Any actual/potential conflict must be disclosed immediately to BRD. BRD may require recusal or replacement.

9. **Confidentiality & Data Protection.** All information obtained in the role is strictly confidential; disclosure is permitted only as required by law or BRD direction. Data protection obligations shall apply to all records, including customer data.

10. **Immunity & Protections.** Good-faith acts or omissions within this mandate are protected under the Ordinance (including Sections 89, 90 and 92 of the Ordinance, as applicable).

11. **Delegations and Associates.** BRD may appoint associate Administrators may appoint Associate Administrators (Finance, HR, Operations, IT), if deemed required, using Form D-2, consistent with Schedule E roles.

12. **Notices.** Notices to BRD shall be addressed to: Director, BRD, BB, [address/email]. Notices to the Administrator shall be at the address in para 2.

**For and on behalf of BRD, BB**

Signature:

Date/Time:

Name:

Title:

## D.2 Acceptance & Declarations by the Administrator

I, [Full Name], [National ID/Passport No.], TIN [], of [Address], hereby accept appointment as Administrator of [Bank] under the above Order and:

1. **Undertakings.** I shall discharge my duties faithfully, independently, and in accordance with the Ordinance, the Regulations, Schedule E (TOR) and this Order; preserve continuity of critical functions; maintain proper books and records; and comply with BRD directives.
2. **Independence & Conflicts.** I declare that I am not a creditor or shareholder of the Bank; I have no conflicts of interest; I am not bankrupt; I have no criminal conviction for dishonesty; and I am fit and proper under applicable standards. I shall notify BRD immediately if any conflict or disqualification arises.
3. **Confidentiality.** I undertake to keep all information confidential, to use it solely for lawful purposes of the administration, and to implement appropriate data protection controls.
4. **Records & Access.** I ensure that I shall maintain a Decision & Actions Register and BRD has full access to all records and personnel.
5. **Islami Banks (if applicable).** I possess adequate Shariah expertise  Yes /  No (if No, I shall be assisted by a BRD-approved Shariah expert/panel and shall liaise with the Bank's SB).
6. **Contact Details.** Phone: [ ] Email: [ ] Office Address (for service): [ ].

Signed:

Date/Time:

Name:

Place:

### Attachments (tick enclosed):

- CV & credentials
- Copy of ID
- Copy of TIN
- Police clearance (if required)
- Conflict-of-interest statement
- Shariah credentials (if applicable)

### D.3 Form D-2 — Appointment of Associate Administrator (Optional; use as needed)

#### Appointee

- **Name (individual):** [ ]
- **National ID:** [ ]
- **TIN:** [ ]
- **Address:** [ ]
- **Shariah Expertise (tick if applicable to an Islami bank):**
  - Appointee has adequate Shariah expertise
  - Appointee shall be assisted by a BRD-approved Shariah expert/panel.

#### Role:

- Finance
- Human Resources
- Operations
- Treasury
- Information Technology

**Scope:** As per **Schedule E** (role-specific duties) and BRD directions; reports to the **Administrator**.

**Term:** From [\_\_/\_\_/\_\_\_\_] to [\_\_/\_\_/\_\_\_\_], unless ended earlier by the Administrator with BRD consent.

**Independence/Conflicts:** Same standards as D.2(2) apply.

**Confidentiality & Data Protection:** Same as D.2(3).

**Remuneration:** As agreed in **Annex D-B** or separate written schedule approved by BRD.

**Signed (Administrator):** \_\_\_\_\_ Date : \_\_\_\_\_

**Accepted (Associate Administrator):** \_\_\_\_\_ Date : \_\_\_\_\_

#### Annex D-A — Specific Directions / Limitations (if any)

[Insert any additional limits on powers (e.g., prior BRD consent required for asset sales above BDT [●], new borrowings, litigation settlements, branch closures), and any bank-specific instructions.]

#### Annex D-B — Remuneration & Expense Schedule

1. **Basis:**
  - Fixed monthly retainer of BDT [\_\_]
  - Hourly rates (attach table)
  - Hybrid (retainer + hourly).
2. **Caps:** Monthly fee cap BDT [\_\_]; total engagement cap BDT [\_\_] unless increased by BRD.
3. **Reimbursables:** Actual, reasonable, pre-approved expenses (travel, lodging, experts); no success fees or contingent payments.
4. **Invoicing & Audit:** Monthly invoices; 30-day settlement by the Bank; subject to BB audit and claw-back if overpaid.
5. **Conflict Controls:** Related-party engagements require prior approval from BRD.

## Schedule E: TOR of the Temporary Administration

### TOR of the Administrator

As outlined in Sections 20 to 26 of the Bank Resolution Ordinance (BRO), 2025, the responsibilities of the administrator are as follows:

1. The Administrator, appointed under Section 20 of the Ordinance, shall assume overall responsibility for managing and facilitating the resolution activities of the bank placed under resolution, aligning with the resolution strategy prepared by the Bank Resolution Department (BRD).
2. The Administrator shall act as the final authority within the temporary administration structure for all operational and strategic decisions of the bank.
3. The Administrator shall prepare an inventory of all assets and liabilities of the bank according to Section 23 of the Ordinance and submit it to BRD.
4. The Administrator, with the approval of BRD, may appoint an independent auditor to conduct a comprehensive review of the bank's assets and/or liabilities and submit a report accordingly to BRD.
5. The Administrator shall prepare and submit to BRD regular reports as specified by BRD on the financial conditions of the bank.
6. The Administrator shall be responsible for organizing and maintaining registers, reports, and documentation of all resolution-related actions of the bank.
7. The Administrator shall ensure the continuity of critical banking functions during the resolution as referred to Section 3(11) of the Ordinance. The Administrator shall also ensure day-to-day management of the banks in compliance with the Ordinance, the Bank Company Act, 1991 (amended up to 2023), relevant BB circulars, and prudential regulations, including Shariah-compliant practices.
8. The Administrator shall undertake necessary measures regarding recruitment, promotion, transfer, administrative discipline, punitive actions, incentives, and functions related to human resource development.
9. Any other task as deemed necessary, or as advised by BRD, for resolution.

### TOR of the Associates of Administrators

#### A. Associate of Administrator (Finance/Treasury)

1. Verify the financial position of the bank, including capital adequacy, liquidity, asset quality, and profitability, as stated in different statements.
2. Oversee day-to-day financial management, including cash flow, treasury operations, and liquidity buffers.
3. Monitor compliance with BB's prudential regulations, Shariah-compliant financial practices, and statutory requirements.
4. Oversee the preparation of consolidated interim financial reports for the TA team and BRD.
5. Any other task assigned by the administrator.

#### B. Associate of Administrator (Human Resources – HR)

1. Prepare a stock of the existing workforce, contracts, organizational structure, and HR policies of the bank.
2. Oversee employee relations, staff morale, and ensure a congenial work environment for uninterrupted service delivery during transition.
3. Ensure adherence to labor laws, BB guidelines, and Shariah-compliant HR practices.
4. Oversee development of a consolidated HR database and staff inventory, identifying redundancies and capacity gaps.

5. Participate in the preparation of a harmonized HR framework (compensation, benefits, leave, performance management) for the merged entity.
6. Design and initiate capacity-building and retraining programs for staff integration.
7. Any other task assigned by the administrator.

**C. Associate of Administrator (Operations)**

1. Oversee branch operations, customer service delivery, and back-office processes of the banks.
2. Ensure continued access of depositors and borrowers to essential banking services without disruption.
3. Ensure continuity of daily banking operations during the resolution, including the uninterrupted functioning of revenue-generating activities.
4. Standardize operational processes and procedures across all banks to ensure consistency.
5. Monitor branch-level liquidity management, cash handling, and service quality.
6. Identify duplications, inefficiencies, and gaps in operational systems to inform post-merger integration.
7. Oversee procurement, logistics, and general administrative functions during the TA period.
8. Ensure compliance with Bangladesh Bank's directives on Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), and Shariah-compliant operational practices.
9. Any other task assigned by the administrator.

**D. Associate of Administrator (Information Technology – IT)**

1. Assess the IT infrastructure, systems, and digital platforms of the bank, including core banking, payment systems, mobile/online banking, and cybersecurity.
2. Oversee the function of the bank's IT department to ensure uninterrupted IT operations and secure data integrity during the temporary administration.
3. Conduct a gap analysis of systems and recommend harmonization/integration strategies for the merger in consultation with BB.
4. Strengthening IT governance, cybersecurity protocols, and disaster recovery arrangements.
5. Supervise migration and consolidation of customer databases into a unified IT platform for the merged bank.
6. Coordinate with Bangladesh Bank's IT supervision team to ensure compliance with digital financial services regulations.
7. Provide regular reports on IT risk, system resilience, and readiness for merger.
8. Supervise management of archiving of CBS, Disaster Recovery Site (DRS), and prevent deletion of digital transaction footprints.
9. Oversee the function of bank management to ensure uninterrupted ADC (Alternative Delivery Channel) operations (ATM, Internet/Mobile Banking, etc.).
10. Facilitate critical operations to sustain customer trust and business continuity.
11. Any other task assigned by the administrator.

**Reporting and Accountability**

1. Each Associate Administrator shall report directly to the Administrator of the TA Team.
2. The Administrator shall consolidate reports and submit them to the BRD periodically.
3. The Associate Administrators shall also maintain functional liaison with BRD.

**Confidentiality and Conduct**

1. All Associate Administrators are bound by strict confidentiality regarding bank operations, customer information, and strategic decisions.
2. They shall conduct their duties with the highest standards of integrity, professionalism, and impartiality.

