

Spett.le **Autorità per l'energia elettrica e il gas**Piazza Cavour 5
20121 Milano
C.a. Ing. Federico Luiso

Milano, 24 Gennaio 2014

OSSERVAZIONI ALLA BOZZA DI ATTI DI ESECUZIONE ("IMPLEMENTING ACTS") DELLA COMMISSIONE EUROPEA PREVISTI DALL'ART. 8 DEL REGOLAMENTO 1227/2011 UE CONCERNENTE L'INTEGRITA' E LA TRASPARENZA DEL MERCATO DELL'ENERGIA ALL'INGROSSO

Desideriamo innanzitutto sottolineare le principali criticità che identificheremmo all'interno della bozza degli Atti di Esecuzione della Commissione Europea per l'attuazione degli obblighi di reportistica previsti all'art. 8 del Regolamento circolata dalla Commissione Europea in occasione del primo incontro del "REMIT Committee" tenutosi il 20 dicembre 2013. La tempistica di invio del presente documento tiene conto della richiesta di commenti della Commissione Europea ai membri del Comitato in relazione alla presente bozza di Atti di Esecuzione entro il 24 gennaio 2014 in vista dei prossimi incontri di comitologia previsti in primavera.

Il presente documento si struttura guindi in due parti:

- 1. Una prima sezione dedicata alle osservazioni di carattere generale che desideriamo portare all'attenzione in relazione alla proposta della Commissione Europea;
- 2. Una sezione contenente le proposte di emendamento con riferimento al formato di comunicazione dei dati relativi ai contratti non-standard (Tabella n. 2 dell'Allegato I) e una proposta per un format dedicato ai contratti di fornitura con clienti finali.

#### Commenti generali

• Obblighi di reportistica dei contratti non-standard: riteniamo che sia necessaria maggiore chiarezza sulle informazioni che dovranno essere comunicate ad ACER in relazione ai contratti definiti "non standard". In generale si ritiene che l'attuale versione degli "Implementing Acts" non distingua in maniera adeguata i concetti di "contratto" e di "transazione" con particolare riferimento a questo tipo di contratti (e.g. si veda la Tabella n. 2 all'Annex I). Un'identificazione univoca della nozione di "transazione" per questa categoria di contratti rischia, però, di non essere possibile data l'eterogeneità degli stessi, e.g. contratti di fornitura di gas ed energia elettrica con clienti finali, contratti a lungo termine per l'importazione di gas naturale etc... Se, ad esempio, il concetto di transazione può coincidere con la nomina1 per i contratti a lungo termine per l'importazione di gas

<sup>1</sup> La "nomination" viene esplicitamente indicata tra le informazioni richieste in relazione ai contratti non-standard (campo 34, Tabella n. 2).



naturale, tale principio potrebbe non essere applicabile per le altre tipologie di contratto (e.g. contratti di fornitura ai clienti finali) per le quali la nomina non è un elemento rilevante per quantificare i volumi giornalieri effettivamente consegnati. Si ritiene quindi che la focalizzazione da parte del regolatore europeo sul concetto di transazione in relazione ai contratti non-standard possa portare ad un'estensione degli obblighi di reportistica previsti dal REMIT a dati relativi ai volumi di energia elettrica e gas naturale effettivamente consegnati/consumati a livello giornaliero in base a ciascun contratto. La comunicazione di questo tipo di informazioni, oltre che eccessivamente onerosa per gli operatori di mercato2, non sembra esser giustificata ai fini di garantire il corretto funzionamento del sistema di monitoraggio automatico di possibili violazioni degli obblighi REMIT attualmente in fase di costituzione da parte di ACER. Riteniamo perciò necessario che la Commissione Europea limiti l'ambito di applicazione degli obblighi di reportistica dei contratti non-standard a un insieme limitato di informazioni relative al contratto stesso, senza includere la nozione di transazione. La comunicazione di informazioni di natura essenzialmente qualitativa che forniscano indicazioni generali sulla struttura del contratto stesso e sulle sue clausole di flessibilità sembra infatti sufficiente per consentire ad ACER una prima identificazione di episodi sospetti. Nel caso invece ulteriori informazioni (e.g. le nomine relative ad un contratto) si rendano necessarie in fase investigativa, una volta che un episodio sospetto sia stato identificato da ACER, queste potranno essere rese disponibili alle Autorità coinvolte su richiesta.

- Tempistiche di entrata in vigore degli obblighi di reportistica: le tempistiche proposte per l'entrata in vigore degli obblighi di reportistica sembrano poco realistiche se si tiene conto di: i) l'assenza di una scadenza precisa per lo sviluppo da parte di ACER degli standard tecnici e operativi necessari a garantire un'efficace e sicura trasmissione dei dati di cui all'art. 8 del Regolamento; ii) il tempo necessario per lo sviluppo di un sistema informativo sufficientemente sicuro in grado di ricevere e trattare un consistente quantitativo di dati sensibili; iii) la mancanza di progetti pilota per la reportistica di transazioni diverse da quelle relative ai contratti standard; iv) l'assenza ad oggi di standard IT definiti da parte di ACER. La necessità di approntare un'infrastruttura informatica sicura e affidabile prima dell'avvio dell'attività di reportistica richiede quindi un approccio più graduale nel definire le tempistiche per l'entrata in vigore degli obblighi di comunicazione previsti all'art. 8 del Regolamento, al fine di consentire agli operatori di mercato di conformarsi ai requisiti tecnici richiesti per l'interfaccia con il sistema informatico di ACER, in particolare per quanto riguarda i contratti non-standard.
- Perimetro di applicazione degli obblighi di reportistica dei contratti di fornitura ai clienti finali: nell'ultima bozza di Atti di Esecuzione la Commissione Europea propone due approcci per l'applicazione della soglia di consumo di 600 GWh annui per i clienti finali a

<sup>2</sup> Si tenga inoltre conto che l'effettiva disponibilità di questi dati può dipendere dalle tempistiche previste da ciascuna normativa nazionale per la messa a disposizione dei dati di misura, e.g. a fini di fatturazione.



fini di reportistica dei relativi contratti di fornitura. Il primo consiste nel prendere in considerazione il consumo annuo per singolo sito di produzione, il secondo approccio richiede invece di considerare l'energia consumata sottesa a un singolo contratto di fornitura, indipendentemente dal fatto che la soglia sia superata contabilizzando il consumo di un'unica unità o di più unità di consumo. Riteniamo che il primo approccio, i.e. il calcolo della soglia per singola unità di consumo, sia da preferire tenendo conto gli obiettivi del Regolamento e gli oneri di reportistica imposti a fornitori e consumatori finali. Si ritiene, infatti, che i consumatori finali per avere un impatto rilevante sui prezzi dei mercati energetici all'ingrosso dovrebbero avere i seguenti requisiti:

- Una dimensione sufficiente ad avere un impatto sul mercato;
- o La possibilità di agire sui mercati energetici all'ingrosso.

Solo i consumatori finali che, per singolo sito di produzione, consumano più di 600 GWh annui sembrano poter avere una influenza significativa sui mercati energetici. Si tenga inoltre in considerazione che l'invio di informazioni relative a contratti di fornitura che possono sottendere un consumo annuo maggiore della soglia identificata, seppure calcolata in aggregato su più siti di consumo (e.g. pubbliche amministrazioni, grande distribuzione etc.), aumenterebbe in maniera esponenziale i dati che ACER dovrebbe gestire nella sua attività di monitoraggio dei mercati senza un apparente vantaggio in termini di efficacia del monitoraggio stesso. Quest'obbligo sarebbe poi oneroso per gli operatori coinvolti, soprattutto tenuto in considerazione che la Commissione Europea sembra richiedere anche l'invio dei dati relativi all'energia elettrica o gas naturale effettivamente prelevati durante ciascun giorno di consegna del contratto.

È da sottolineare infine che la Commissione Europea, nell'allegato agli Atti di Esecuzione, non ha inserito alcuna tabella in cui vengano esplicitamente identificate le informazioni da inviare ad ACER in relazione a questo tipo di contratti.

Obblighi di reportistica in capo ai gestori di mercati organizzati (e.g. le borse elettriche) e TSOs: per quanto riguarda le transazioni concluse sui mercati organizzati, si ritiene che i gestori di questi mercati (e.g. il GME in Italia) debbano esser tenuti a fornire un servizio di reportistica delle transazioni concluse sulle proprie piattaforme. Saranno poi gli operatori di mercato a decidere se avvalersi di questi servizi o se trasmettere direttamente (o tramite RRM) ad ACER anche questo tipo di transazioni relative a contratti standard. Quest'obbligo dispenserebbe gli operatori di mercato che non lo desiderano dal dotarsi delle infrastrutture informatiche necessarie a garantire la reportistica giornaliera di questo tipo di transazioni, anche se dovrebbe essere comunque accompagnato da una norma che garantisca l'ottemperanza dell'operatore agli obblighi di reportistica qualora le transazioni vengano comunicate da un soggetto terzo.

Allo stesso modo, essendo i TSOs controparte centrale nelle transazioni relative all'energia e riserve scambiate a fini di bilanciamento, anch'essi dovrebbero essere soggetti all'obbligo di reportistica di questo tipo di transazioni, così come gli operatori dei mercati organizzati per le transazioni concluse sulle proprie piattaforme. Il medesimo principio dovrebbe



valere anche per i contratti di trasporto dell'energia elettrica e gas risultanti dall'allocazione esplicita della capacità transfrontaliera, anche per quanto riguarda il mercato secondario in quanto, nella maggior parte dei casi, i trasferimenti dei diritti di capacità vengono effettuati utilizzando le piattaforme messe a disposizione dai TSOs stessi e sono comunque obbligatoriamente notificati a questi ultimi.

Si segnala, infine, la generale assenza di un quadro giuridico, definito all'interno degli Atti di Esecuzione, che regoli in maniera chiara le relazioni tra gli operatori di mercato ed i soggetti terzi che effettuano la reportistica delle transazioni, dei contratti e dei dati richiesti ai sensi dell'art. 8.5 da parte di soggetti terzi (c.d. RRMs e RIS) per conto dei primi. La definizione di norme chiare su questo tema sembra necessaria al fine di sgravare gli operatori di mercato da obblighi di reportistica troppo onerosi con la sicurezza di una piena ottemperanza agli obblighi REMIT.

- Coerenza tra le diverse normative che interessano i mercati finanziari al fine di evitare episodi di "double reporting": accogliamo positivamente l'impegno della Commissione Europea e di ACER nell'evitare possibili sovrapposizioni tra gli obblighi di reportistica previsti dal REMIT e quelli previsti da EMIR (Regolamento n. 648/2012 UE) per quanto riguarda i prodotti derivati che potrebbero ricadere nell'ambito di applicazione di entrambi Regolamenti. Per questo motivo si ritiene adeguata l'attuale formulazione dei paragrafi 4 e 5 dell'art. 5, con cui viene tra l'altro esplicitamente chiarito che qualora un soggetto abbia comunicato una transazione ai sensi del Regolamento EMIR (o MiFIR) debba essere considerato ottemperante anche ai sensi dell'art. 8 del REMIT.
- Oneri di reportistica in capo agli operatori di mercato: si auspica che l'approccio della Commissione Europea nel definire il contenuto degli Atti di Esecuzione del Regolamento REMIT sia orientato a garantire l'efficienza del monitoraggio del mercato senza richiedere agli operatori misure implementative eccessivamente onerose sia in termini di sviluppo delle infrastrutture informatiche che in termini di dettaglio e frequenza delle informazioni comunicate. A titolo di esempio, la comunicazione di modifiche intervenute in contratti non standard il giorno successivo (G+1) all'avvenuta modifica sembra difficilmente implementabile tenendo conto delle tempistiche di inserimento (non standardizzate) di tali informazioni nei sistemi informatici aziendali e del periodo necessario per la conferma delle modifiche da parte delle controparti coinvolte.
- Obblighi di reportistica ex. Art. 8.5 in capo agli operatori di infrastrutture gas (stoccaggio e GNL): si ritiene che tutte le informazioni elencate all'art. 7 (paragrafi 6, 8 e 10) della proposta di Atti di Esecuzione debbano essere comunicate dagli operatori delle infrastrutture di stoccaggio e GNL e non dagli utilizzatori (i.e. gli shipper), dal momento che i primi detengono le informazioni in questione in ragione della loro attività operativa. Tale considerazione vale anche per le informazioni elencate al paragrafo 8 in relazione al carico e scarico dei cargo di GNL.



# Proposte di emendamento dei format per la reportistica

Come evidenziato nella premessa, in questa sezione vengono anticipate (in lingua inglese):

- Le proposte di modifica della Tabella 2 inclusa nell'Annex I della bozza della Commissione UE relativa al format per la trasmissione ad ACER dei dati sui contratti non-standard;
- La proposta di un format da utilizzare per l'invio delle informazioni relative ai contratti di fornitura ai clienti finali.

# Modifiche del format di comunicazione per i contratti non-standard

Table 2 (Annex I)

# Reportable records of transactions in non-standardised wholesale energy transactions contracts ('non-standard reporting form')

Field	Field Identifier	Description	
No		5-co., <b>p.</b> 10-11	
	Parties to the contract		
1.	Reporting time stamp	Date and time of reporting indicating time zone (ISO 8601 date format / UTC time format).	
2.	ID of the market participant	The market participant on behalf of whom the record of transaction is reported shall be identified by a unique code.	
3.	Type of code used	Indicate the type of code (LEI, BIC, EIC, GS1/GLN or ACER registration code).	
4.	Trader Login Username for the	The Login username of the trader or trading	
	<del>market participant</del>	account as specified by the technical system of	
		the organised market place.	
5.	ID of the other market	Unique identifier for the other market	
	participant	participant of the contract.	
6.	Type of code used	Indicate the type of code (LEI, BIC, EIC, GS1/GLN	
		or ACER registration code).	
7.	Trader Login Username for the	The Login username of the trader or trading	
	market participant	account as specified by the technical system of	
		the organised market place.	
8.	Organised market place	In case the market participant uses an organised	
	identification/OTC	market place to execute the contract, this	
		organised market place shall be identified by a	
		unique code.	



11. Trading capacity  Identification was placed on behalf of a client, identification of the client.  Identifies whether the transaction was executed on own account (on own behalf or behalf of a client) or for the account of, and on behalf of, a client.  Identifies whether the contract was a buy or sell for the market participant identified in field 2.  Contract type  13 Taxonomy  The taxonomy used for describing the classification of the reported contract.  14 Taxonomy type  The taxonomy type used to report the record of transactions.  15 Contract description  Free text to describe contract type.  The currency of the notional amount.  Details of the contract  17 Contract date  Transaction-Contract Date (UTC Date Time value).  18 Contract type  Free text to describe transaction type.  19 Contract ID (optional)  Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s)  ElC code(s) for the delivery point(s) or market area(s).  21 Delivery period  Start and end date of delivery period.  22 Contract Value  Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  15 Price formula  Insert index used to price the contract.  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	9.	Reporting entity ID (optional)	ID of the reporting party as established with the	
Client, identification of the client.	10	Panaficiary Identification	reporting party's ACER registration.	
Identifies whether the transaction was executed on own account (on own behalf or behalf of a client) or for the account of, and on behalf of, a client.    12.	10.	<del>beneficially identification</del>	•	
on own account (on own behalf or behalf of a client) or for the account of, and on behalf of, a client.  12. Buy/sell indicator Identifies whether the contract was a buy or sell for the market participant identified in field 2.  Contract type  13 Taxonomy The taxonomy used for describing the classification of the reported contract.  14 Taxonomy type The taxonomy type used to report the record of transactions.  15 Contract description Free text to describe contract type.  16 Currency The currency of the notional amount.  Details of the contract Transaction Contract Date (UTC Date Time value).  18 Contract date Transaction—Contract Date (UTC Date Time value).  19 Contract ID (optional) Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period.  Contract Value Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used.  25 Price formula Insert price formula used in the contract.  17 Significant dates Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	11	Trading capacity		
client) or for the account of, and on behalf of, a client.  12. Buy/sell indicator Identifies whether the contract was a buy or sell for the market participant identified in field 2.  Contract type  13 Taxonomy The taxonomy used for describing the classification of the reported contract.  14 Taxonomy type The taxonomy type used to report the record of transactions.  15 Contract description Free text to describe contract type.  16 Currency The currency of the notional amount.  Details of the contract Transaction Contract Date (UTC Date Time value).  18 Contract date Transaction Contract Date (UTC Date Time value).  19 Contract ID (optional) Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period.  Contract Value Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used.  25 Price formula Insert price formula used in the contract.  17 Significant dates Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	11.	Trauling capacity		
Client.   Identifies whether the contract was a buy or sell for the market participant identified in field 2.			•	
Identifies whether the contract was a buy or sell for the market participant identified in field 2.				
for the market participant identified in field 2.  Contract type  13 Taxonomy  The taxonomy used for describing the classification of the reported contract.  14 Taxonomy type  The taxonomy type used to report the record of transactions.  15 Contract description  Free text to describe contract type.  The currency of the notional amount.  Details of the contract  17 Contract date  Transaction Contract Date (UTC Date Time value).  18 Contract type  Free text to describe transaction type.  19 Contract ID (optional)  Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s)  EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period  Start and end date of delivery period.  22 Contract Value  Total value of the contract, possibly estimated.  Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  Price formula  Insert price formula used in the contract.  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	12.	Buy/sell indicator		
Taxonomy The taxonomy used for describing the classification of the reported contract.  The taxonomy type used to report the record of transactions.  Free text to describe contract type.  Contract description The currency of the notional amount.  Details of the contract  Contract date Transaction Contract  Tontract type Free text to describe transaction type.  Unique identifier for a transaction as assigned by the two market participants.  Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  Start and end date of delivery period.  Contract Value Total value of the contract, possibly estimated.  Auantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  Quantity unit The unit of measurement used. Insert price formula used in the contract.  Significant dates  Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is		•	•	
classification of the reported contract.  14 Taxonomy type The taxonomy type used to report the record of transactions.  15 Contract description Free text to describe contract type. The currency of the notional amount.  Details of the contract  17 Contract date Transaction Contract  18 Contract type Free text to describe transaction type.  Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period. Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used. Price formula Insert price formula used in the contract. Significant dates Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is		Contract type		
The taxonomy type used to report the record of transactions.  15 Contract description Free text to describe contract type.  16 Currency The currency of the notional amount.  Details of the contract  17 Contract date Transaction Contract Date (UTC Date Time value).  18 Contract type Free text to describe transaction type.  19 Contract ID (optional) Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period.  22 Contract Value Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used.  25 Price formula Insert price formula used in the contract.  26 Underlying index Insert index used to price the contract  Significant dates Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	13.	Taxonomy	The taxonomy used for describing the	
transactions.  15 Contract description Free text to describe contract type.  16 Currency The currency of the notional amount.  Details of the contract  17 Contract date Transaction Contract Transaction Lotter Date (UTC Date Time value).  18 Contract type Free text to describe transaction type. Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period.  22 Contract Value Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used.  25 Price formula Insert price formula used in the contract.  Significant dates Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is			classification of the reported contract.	
15 Contract description 16 Currency The currency of the notional amount.  Details of the contract  17 Contract date Transaction Contract Transaction Contract  18 Contract type Tree text to describe transaction type.  Unique identifier for a transaction as assigned by the two market participants.  Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  Delivery period Start and end date of delivery period. Contract Value Total value of the contract, possibly estimated.  Use an estimation of the total quantity if necessary.  Quantity The unit of measurement used. Delivery period Insert price formula used in the contract. Underlying index Insert index used to price the contract Significant dates  Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is	14.	Taxonomy type	The taxonomy type used to report the record of	
The currency of the notional amount.  Details of the contract  Transaction Contract  Date (UTC Date Time value).  18 Contract type Free text to describe transaction type.  19 Contract ID (optional) Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period.  22 Contract Value Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used. Price formula Insert price formula used in the contract.  Significant dates Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is			transactions.	
Details of the contract	15.	Contract description	Free text to describe contract type.	
17 Contract date  18 Contract type  19 Contract ID (optional)  20 Delivery point area(s)  21 Delivery period  22 Contract Value  23 Quantity  24 Quantity unit  25 Price formula  26 Underlying index  27 Significant dates  28 Contract Value  29 Contract Value  20 Delivery period  20 Delivery period  21 Delivery period  22 Contract Value  23 Contract Value  24 Quantity  25 Price formula  26 Underlying index  27 Significant dates	16.	Currency	The currency of the notional amount.	
value).  18 Contract type Free text to describe transaction type.  19 Contract ID (optional) Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s) EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period Start and end date of delivery period. Contract Value Total value of the contract, possibly estimated.  23 Quantity Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used. Price formula Insert price formula used in the contract. Underlying index Insert index used to price the contract Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is		Details of the contract		
18 Contract type 19 Contract ID (optional) 19 Unique identifier for a transaction as assigned by the two market participants. 20 Delivery point area(s) 21 Delivery period 22 Contract Value 23 Quantity 26 Quantity 27 Total number of units included in the contract. Use an estimation of the total quantity if necessary. 28 Quantity Unit 29 The unit of measurement used. 29 Price formula 20 Insert price formula used in the contract. 21 Significant dates 22 Specifies a date upon which a significant pricing event occurs. 26 Left blank if the price for the contract is	17.	Contract date		
19 Contract ID (optional)  Unique identifier for a transaction as assigned by the two market participants.  20 Delivery point area(s)  EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period  Start and end date of delivery period.  Contract Value  Total value of the contract, possibly estimated.  Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is			·	
by the two market participants.  20 Delivery point area(s)  EIC code(s) for the delivery point(s) or market area(s).  21 Delivery period  Start and end date of delivery period.  Contract Value  Total value of the contract, possibly estimated.  Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	<u> </u>			
20 Delivery point area(s)  21 Delivery period  22 Contract Value  23 Quantity  24 Quantity unit  25 Price formula  26 Underlying index  27 Significant dates  28 EIC code(s) for the delivery point(s) or market area(s).  EIC code(s) for the delivery point(s) or market area(s).  Start and end date of delivery period.  Total value of the contract, possibly estimated.  Total number of units included in the contract.  Use an estimation of the total quantity if necessary.  The unit of measurement used.  Insert price formula used in the contract.  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	19.	Contract ID <u>(optional)</u>		
area(s).  21 Delivery period  Start and end date of delivery period.  Contract Value  Total value of the contract, possibly estimated.  Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is				
21 Delivery period  22 Contract Value  Total value of the contract, possibly estimated.  23 Quantity  Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  25 Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	20.	Delivery point area(s)		
22 Contract Value  23 Quantity  Total value of the contract, possibly estimated.  Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  25 Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	24			
23 Quantity  Total number of units included in the contract. Use an estimation of the total quantity if necessary.  24 Quantity unit  The unit of measurement used.  25 Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	<del>                                   </del>		, ·	
Use an estimation of the total quantity if necessary.  24 Quantity unit The unit of measurement used.  25 Price formula Insert price formula used in the contract.  26 Underlying index Insert index used to price the contract  Significant dates Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	l			
necessary.  24 Quantity unit  The unit of measurement used.  25 Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	23.	Quantity		
24 Quantity unit  The unit of measurement used.  25 Price formula  Insert price formula used in the contract.  Underlying index  Insert index used to price the contract  Significant dates  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is			1	
25 Price formula  26 Underlying index  Insert price formula used in the contract.  Insert index used to price the contract  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	24	Quantity unit		
26. Underlying index Insert index used to price the contract Specifies a date upon which a significant pricing event occurs. Left blank if the price for the contract is	· <del>                                    </del>	•		
27 Significant dates  Specifies a date upon which a significant pricing event occurs.  Left blank if the price for the contract is	' <del>                                    </del>		<del>                                     </del>	
event occurs.  Left blank if the price for the contract is	<u> </u>		·	
Left blank if the price for the contract is		<del>Jigninicant dates</del>		
· ·				
			ascertained up to a frequency of one day.	
			Assigned date/time field in accordance with ISO	
8601 recurring time intervals.			,	
e.g. R[n]/yyyy-mm-ddThh:mm:ss/PyYmMdD.				



		Leaving out the n represents an unbounded
		number of significant dates.
		Where yyyy represents the start year, mm
		represents the start month, dd represents the
		start day, hh represents the start hour, mm
		represents the start minute and ss represents
		the start second.
		y represents the number of years for which the
		recurrence will last, m the number of months
		and d the number of days.
		E.g. If a 10 year contract requires that the next
		year's obligation is priced using an index at 5pm
		every 23 October the field will read
		R[10]/2013-10-23T17:00:00/P1Y
28.	Termination date	Termination date of the reported contract. If not
		different from maturity date, this field shall be
		left blank.
29.	Exercise date (optional)	The date an option is exercised.
30.	Settlement date	Date of the settlement of the underlying.
31.	Option type (optional)	Specification of whether an option is a call or a
,		put.
32.	Option style <u>(optional)</u>	Indicates whether the option may be exercised
		only at a fixed date (European and Asian style), a
		series of pre-specified dates (Bermudan) or at
		any time during the life of the contract
		(American style).
33.	Strike price (optional)	The strike price of an option or other wholesale
	<b>-</b>	energy product.
34.	Daily <del>nomination</del> contract	Identifies the daily quantity of energy traded
25	quantity	under the terms of the contract.
35.	Information on the realisation of the contract	Free text to provide information on the realisation of the contract.
	Additional information for	realisation of the contract.
	capacity contracts for the	
	transportation of electricity or	
	natural gas	
36.	Transportation type	Identifies the transportation type of the
		contract.
37.	Originating Market	Identifies the originating market area
	<u>-</u>	concerned.
38.	Destination Market	Identifies the market area where the delivery



		will take place.
39.	Intra <u>-</u> system(s)	Where applicable the system(s) used to
		transport between the seller's and buyer's
		system.
40.	Interconnection Point(s)	Where applicable identification of the border(s),
		border point(s) or entry/exit point(s) of a
		transportation contract.

#### AMENDMENT PROPOSAL

# • Fields from 1 to 12: Parties to the contract

Fields 4, 7, 8 and 10 are just a copy and paste of the ones dedicated to transactions in standard contracts and may not be applicable to non-standard transactions. For this reason, we propose to limit the information to data related to the two parties of the contracts.

#### • Field n. 17: Transaction Date

The denomination of "transaction date" is ambiguous in the contest of non-standard transactions. For clarification purposes, we support that the date to be indicated is either the maturity of the contract (period during which the contract is valid) or the date of signature of the contract.

#### Field n. 19: Contract ID

We wish to highlight that the attribution of a unique contract ID by both counterparties of contracts exchanged outside platforms is not a current practice of many market participants. Although we are aware that some services for automatic attribution of unique ID to bilateral contracts are under discussion also in the view of the implementation of reporting obligations under EMIR, this practice may not be suitable to all the contracts to be reported under REMIT at least in the short term. Therefore, we suggest the EU Commission to keep this field optional, at least until a common business practice emerge in electricity and natural gas markets on this issue.

# • Field n. 22 (contract value) and field 23 (quantity)

# **Amendment proposal**

We support the following fields as a substitute to field n. 22 (quantity) and n. 23 (value):

Volume	The volume classified as Variable,	V = Variable
	Fixed, Variable with Min and Max	F = Fixed
		M = Min / Max



Strike Price	Price classified as Fixed, Simple Index (single underlying) or Complex Price	F = Fixed I = Simple Index
	Formula (multiple underlyings)	C = Complex Price Formula

#### **Explanatory statement**

This specific format for non-standardised contracts should be as compatible as possible with companies' transaction registration systems and should be aimed at simplifying data reporting of contracts with a complex structure to some basic qualitative elements and without any updating requirements. Non-standard transactions typically involve complex optionality with respect to pricing and volume aspects. The way in which trade capture systems store this information will consist of one or more long (equation) fields specifying each element of optionality – which means extraction and reporting of this quantitative information in a standardised way is not possible. The way in which two counterparts to a non-standardised transaction capture the optionality of the contract is also likely to differ which will further complicate the provision of quantitative information. As such, although the quantitative aspects on pricing and volume may need to be recast in a qualitative (and standardized way) for example firms could be asked to identify whether contracts are indexed or floating deals. The information provided must be at a suitably high and standardized level so that firms can use an automated process to report the information to ACER.

In particular, it is extremely difficult and possibly misleading to calculate ex-ante the value of a non-standard contract especially during the last years of duration of such contract, due to the absence of reference prices available in the markets (e.g. futures). This means that estimations of commodity prices cannot be considered reliable and could be calculated differently by the involved parties according to their assumptions. Any kind of estimate beyond a "market-horizon timeline" will depend on each counterpart's forecasts and anticipation. Therefore, "contract value" estimations could not be used for matching purposes regarding market monitoring of non-standardised contracts as they would, by definition, not match. Qualitative information regarding this notion seems then to be more appropriate.

#### Field n. 25 (price formula) and 27 (significant dates)

We do not support the inclusion in the reporting format of price formula and of dates of significant price events, for non-standard contracts and especially for long term commodity supply contracts (e.g. long term gas supply contracts). The provision of this data, besides being burdensome in terms of standardization of the reporting process, does not probably add useful information for monitoring purposes if taken out from context of the other contract provisions. Moreover it should be always considered that these contracts are available on demand by ACER and NRAs during the investigation phase where such information could be needed.



# • Fields n. 29 (exercise date), n.31 (option type), n. 32 (option style) and n. 33 (strike price)

This category may not applicable to all types of non-standardized contracts as non-standardized contracts cover a wide diversity of contractual types (between power and gas contracts and within the category of power contracts itself and the category of gas contracts itself). As a consequence, we propose to amend these fields by specifying for each of them the mention "when applicable".

#### • Field n. 22 (daily nomination)

# **Amendment proposal**

Delete the field or replace "Daily nomination" by "Daily Contractual Quantity"

#### **Explanatory statement**

We believe this field should only refer to what is provided in the non-standardised contracts, i.e. to the (maximum) daily delivery of electricity/natural gas defined ex-ante in the contract, if available.

Indeed, the reporting of the actual daily delivery associated to non-standard contracts risks being excessively burdensome for market participants obliged to report them on a daily basis. Moreover, this information does not seem to be significant for ACER to carry out its daily market monitoring task, while they may be requested during the investigation carry out by NRAs after possible breaches are detected. Finally, it should be duly taken into account that the availability of this information may be subject to lengthy settlement procedures, especially in the gas sector, which may delay up to two months its reporting by market participants.

# Proposta di format di comunicazione per i contratti di fornitura ai clienti finali - Table 6

Common Data for the reporting of records of non-standardised wholesale energy contracts with final customers ("non-standard reporting form for contracts with final customers")

Some of the field proposed in table 2 of Annex I for non-standardized contracts may be used also for contracts with final customers, e.g. (field n. 17, 18, 20, 21, 22, 23, 24, 25, 26, 28). Nevertheless, it should be considered that information on the value of contracts can be only considered as an approximation since their actual value can be influenced by the actual market conditions at the time of delivery.

As regards information of Contract ID and Daily nomination, please refer to the previous comments referred to non-standard transactions.

Restando comunque come sempre a disposizione per eventuali ulteriori chiarimenti ed approfondimenti in tema, rinnoviamo tutti i nostri migliori saluti.

Paolo Ghislandi