

ACER public consultation on draft REMIT Transaction Reporting User Manual (TRUM)

A EURELECTRIC response paper

September 2014

EURELECTRIC is the voice of the electricity industry in Europe.

We speak for more than 3,500 companies in power generation, distribution, and supply.

We Stand For:

Carbon-neutral electricity by 2050

We have committed to making Europe's electricity cleaner. To deliver, we need to make use of **all low-carbon technologies**: more renewables, but also clean coal and gas, and nuclear. Efficient electric technologies in **transport and buildings**, combined with the development of smart grids and a major push in **energy efficiency** play a key role in reducing fossil fuel consumption and making our electricity more sustainable.

Competitive electricity for our customers

We support well-functioning, distortion-free **energy and carbon markets as** the best way to produce electricity and reduce emissions cost-efficiently. Integrated EU-wide electricity and gas markets are also crucial to offer our customers the **full benefits of liberalisation**: they ensure the best use of generation resources, improve **security of supply**, allow full EU-wide competition, and increase **customer choice**.

Continent-wide electricity through a coherent European approach

Europe's energy and climate challenges can only be solved by **European – or even global – policies**, not incoherent national measures. Such policies should complement, not contradict each other: coherent and integrated approaches reduce costs. This will encourage **effective investment to** ensure a sustainable and reliable electricity supply for Europe's businesses and consumers.

EURELECTRIC. Electricity for Europe.

ACER public consultation on REMIT Transaction Reporting User Manual (TRUM)

A EURELECTRIC response paper

September 2014

KEY MESSAGES

- EURELECTRIC welcomes the efforts made by ACER to come up with the draft Transaction Reporting User Manual (TRUM) for REMIT reporting. It is a very useful tool for market participants, clarifying data fields, the scope of the reporting obligation; and overall facilitating them to gear up for trade and fundamental data reporting.
- EURELECTRIC strongly urges ACER to have the TRUM - including the lists of organised market places and of standard contracts - ready and published well before REMIT reporting starts (i.e. simultaneously with publication of the REMIT implementing acts) in order to leave enough time to market participants to prepare their IT systems.
- The TRUM explicitly states that the only scenario where trade data may be reported by market participants themselves is with respect to wholesale energy products concluded outside an organised market place. Market participants fully support this view but should be able to fully rely on this statement, whilst being relieved of any liability if organised market places remain in default of their delegated reporting obligations.
- For this to work, market participants are reliant on the system solution providers supplying robust and comprehensive system offers to meet their reporting obligations to the authorities. It is thus key for ACER to get a firm and legally enforceable commitment from organised market places on this matter before the start of the reporting obligation.
- It would be useful to have further clarification on the handling of lifecycle events reporting for standard contracts executed over an organised market place. A workable solution should be found and should not require additional costs or efforts from market participants.
- EURELECTRIC believes that the TRUM also needs to tackle issues regarding non-standard contracts reporting as soon as possible. Given the complexity and the diversity of such reporting, clear guidance should be provided based on concrete examples.

TF Financial Regulation & Market Integrity

Contact:

[REDACTED]

[REDACTED]
[REDACTED]

1. Please provide us with your views on the scope and the objectives of this document. In particular, please provide your opinion on whether the kind of information included and the structure of the TRUM are suitable to facilitate transaction reporting. If not, please explain which additional information the TRUM should cover and/or how it should be structured.

*EURELECTRIC welcomes the efforts made by ACER to come up with the draft Transaction Reporting User Manual (TRUM) for REMIT reporting. It is a very **useful tool for market participants**, clarifying data fields, the scope of the reporting obligation; and overall facilitating them to gear up for trade and fundamental data reporting. **The quality of the documents for public consultation has improved overall**, also by adding concrete examples of transaction reporting in Annex III.*

Given that the TRUM is intended to be a live document, it would be very helpful from an implementation planning perspective, if ACER could provide some guidance regarding its expectations on market participants. In particular, it would be helpful to understand whether, post-go live of the reporting obligation, ACER intends to give market participants specific timeframes within which they will be expected to implement new/revised guidance.

*We strongly urge ACER to have **the TRUM ready and published well before REMIT reporting starts** (i.e. simultaneously with publication of the REMIT implementing acts) in order to leave enough time to market participants to prepare their IT systems. At the same time, we expect that ACER will dedicate enough personal resources to solve any potential issues that market participants would encounter while preparing for the reporting. In case some crucial issues would arise, ACER should inform as soon as possible all reporting entities/market participants in a clear and transparent manner.*

*ACER must recognise that **it will be a struggle for market participants (MPs) to adopt secure reporting systems within the six months** that are allocated for standard contracts after the publication of the Implementing Acts (IAs). **MPs are reliant on the system solution providers supplying robust and comprehensive system offers for MPs to meet their reporting obligations to the authorities.** These system solution providers will be working under tight deadlines to provide solutions post publication of the IAs, which will eat into the 6 month window for standard contracts. This can then be compounded if there are multiple reporting data streams (exchanges, TSOs, storage operators, own systems) to monitor or aggregate. **It would be more efficient if MPs were given six months post the provision of stable reporting products by system solution providers.** We would also welcome if ACER could perform a cost/benefit analysis of the systems investment requirement for smaller participants.*

There is however still a number of issues and concerns that should be further addressed with special attention:

- We would appreciate if **the legal value and enforceability of the TRUM could be clarified**, and mostly to what extent market participants can rely on organised market places taking up the reporting obligation of trades executed on a platform. **The TRUM explicitly states that the only scenario where trade data may be reported by market participants themselves is with respect to wholesale energy products concluded outside an organised market place. Market participants should be able to fully rely on this statement, whilst being relieved of any liability if organised market places remain in default of their delegated reporting obligations.** In the case where market participants delegate reporting to an exchange, it is envisaged that market participants will not have to report standard contracts. However, there is the potential to have to report modifications and cancellations which could cause major technical issues for them. **Market participants are very concerned that setting up a reporting process only for reporting lifecycle events would be even more complex, cumbersome and cost consuming than reporting directly both the original transaction concluded over the organised market place, as well as any future lifecycle events. We are of the opinion that most of the potential questions connected to this issue could be avoided if the data fields 58 and 59 (confirmation time stamp) would not have to be populated.**
- We would appreciate further explanation on how ACER considers to act with respect to contracts that are to be reported on request (i.e. § 3.1.4. (p.13) contract reportable on request). **We believe that this request should be justified and that the TRUM should include a more detailed description of how these contracts should be reported if required to do so: timeframe, format, etc.** In our view, any such request should be motivated and limited to the purpose (e.g. investigation/complaint/...) and the reporting thereof should fall within the existing reporting framework for standard and non-standard contracts, as the case may be. Timing-wise, sufficient time should be granted to market participants to report these trades as manual intervention might be needed.
- EURELECTRIC believes that the **TRUM also needs to tackle issues regarding non-standard contracts reporting as soon as possible.** Given the complexity and the diversity of such reporting, clear guidance should be provided based on concrete examples. We believe that these **examples should be worked on in close collaboration with all involved market participants during the following weeks.** As stated previously, the complexity and the diversity of such reporting require a reasonable timescale in order (i) to properly assess the nature and quantity of information to be reported and (ii) to elaborate a workable reporting framework for non-standard contracts. In the final TRUM, we would also welcome concrete examples of non-standard trades and gas and power transportation contracts as well as examples for delegated reporting.
- Finally, **we have noted a number of inconsistencies between the populated trade reporting examples and the clarifications on the data fields itself.** These should be

carefully reviewed prior to releasing the final TRUM in order to avoid any confusion or misunderstanding.

2. Please provide us with your general comments on the purpose and structure of the draft TRUM. In particular, please provide your opinion on whether the information the Agency intends to include in the first edition of the TRUM is sufficient for the first phase of the transaction reporting (contracts executed at organised market places). If not, please explain which additional information should be covered.

Generally, we consider the information provided sufficient for the 1st phase of the transaction reporting (i.e. in respect of go-live in relation to the reporting of standard contracts). However, we think that the following information would also be very valuable and should be provided:

- *Xml Schemas;*
- *Further clarification on ARIS – if web-services are going to operate two ways; if both acceptances and rejections are going to be confirmed by ARIS;*
- *Information is required on the reports that ACER will provide for market participants (what reports, when and how will MPs be informed?)*
- *Clear definition (and list) of “organized market place”? A definition of trade matching and trade reporting system is required with examples;*

3. Please provide us with your views on the Agency’s proposed approach as regards the list of standard contracts. In particular, please provide your views on whether:
 - **the list of standard contract types enables reporting parties to establish whether to use Table 1 or Table 2 of Annex I of the draft Implementing Acts when reporting information under REMIT; and**
 - **the identifying reference data listed in ANNEX II to be collected by the Agency would be sufficient and suitable to establish the list of standard contracts.**

The list of standard contracts seems to be complete.

Do you agree that the list of standard contracts in Annex II should also be considered sufficient to list the organised market places or would you prefer to have a separate list of organised market places? Please justify your views.

*As stressed before, we believe that **reporting of standard contracts (including orders to trade) shall be a clear responsibility of organised market places, while leaving open the option to report directly for those market participants who wish to do so (e.g. in case it appears to be more easy, straightforward and less expensive to report directly). Organised market places are the best place to do such reporting. This can only work however if ACER has a firm (and legally enforceable) commitment from organised market places***

and a solution is proposed with respect to the reporting of lifecycle events without additional costs or efforts from market participants.

*EURELECTRIC believes that **both a list of standard contracts and of organised market places should be available in an easily exportable format which would allow market participants to automate the update of these lists in their data bases.** In this respect, it would be helpful if these lists are updated at least on predetermined dates. Ideally, ACER should grant enough time for reporting entities to adjust to this new situation and grant them a so-called “phase-in” period for adjustment. **In terms of the go-live of reporting standard contracts, it is considered necessary for the list of standard contracts to be made available at the time of publication in the Official Journal of the implementing acts, to allow market participants sufficient time to fully configure their reporting systems.***

The list of standard contracts should also be sufficiently detailed so that market participants can easily identify within their portfolio which bi-lateral trades concluded outside an organised market place should be reported T+1. First it needs to be defined for each off-platform trade if it is equivalent to a standard contract on the list. If yes the timelines (T+1) for standard contracts apply. Otherwise, the timelines for non-standard (M+1) contracts apply. Secondly, for all non-standard contracts the reporting format needs to be determined. If a non-standard contract also has a fixed price and an “outright volume” it needs to be filled in the reporting form for standard contracts but also applying the timeline for non-standards. As every change in IT system and processes is very costly for market participants it is absolutely essential to have a clear view beforehand which bi-lateral trades concluded outside an organised market place should be reported by using respectively the reporting format of standardised contract and non-standard contracts

*Finally, we would like to use this opportunity to raise some concerns regarding the proposed reporting process to be done by organised market places. In our view it is essential that the **organised market places shall offer upon request of a market participant the reporting service in due time, at reasonable costs and respecting clear conditions set well in advance.** If those criteria are not respected, market participants risk non-compliance with REMIT. We would thus urge ACER/NRAs to somehow step into the process of such reporting relationship to ensure a proper, clear and transparent process in due time and at reasonable costs.*

- 4. Please provide us with your views on the explanation of product, contract and transaction provided in this Chapter, in particular on whether the information is needed to facilitate transaction reporting.**

We welcome the clarification which is useful to better understand the various concepts used in the TRUM and the REMIT IA; although it would have been more straightforward if not all these concepts were introduced and used in the REMIT IAs and TRUM as they potentially are still source of confusion. However, we noticed that the notions of product,

contract and transaction are sometimes used with no proper distinction all along the draft TRUM.

Besides, we do notice that the explanations of product, contract and transaction are provided under chapter 4 of the TRUM dealing with the “reporting of standard supply contracts”. Therefore we strongly propose that the same exercise should also be carried out for chapter 5 of the TRUM “reporting of non-standard supply contracts”.

Indeed, in our opinion the definitions provided in the TRUM seem to be drawn up by a financial practice. Therefore, we doubt that these definitions are perfectly suitable with non-standard deals, especially those related to “contract” and “transaction”. We thus believe that ACER needs to consult market participants in order to clarify these notions for non-standard deals. We think this is of paramount importance for market participants to properly identify the details they need to report to the Agency.

5. Please provide us with your views on the field guidelines for the reporting of transactions in standard supply contracts.

As a general comment we urge ACER to ensure the alignment of data field requirements with EMIR as much as possible. Generally speaking, we however consider the field guidelines helpful with the following remarks:

- 1) We believe that it is not very clear, which fields are required to be reported regarding Orders to trade and standard contracts. We propose that it would be useful to have separate chapters of the TRUM dealing with Orders to trade and standard contracts avoid any misunderstandings;*
- 2) Supply contracts (see 3.1.1) and §5) – we do not understand the contract quoted under “5) After-day contracts” (p. 12);*
- 3) Supply contracts (see 3.1.1) and §8) - we would need more clarity on this point, for example, are supply contracts of natural gas above 600 GWh for power plants included in the obligation? (p. 12) Is this threshold to be judged as the ‘faceplate’ ability of the consumer, and so any supply to them must be reported; or is it only when our supply to an end-user exceeds 600GWh/year? If so, what if we are contracted for 600GWh/year but supply under 600GWh/ year due to unplanned outages at the consumer’s site(s)? We would also welcome further clarification on the definition of “final customer”;*
- 4) Physical swaps & spreads are envisaged to be reported as two-leg transaction. This fact, however, creates the contradiction to the approach applied in EMIR reporting. The linkage via Linked Order/Trade ID is apparently complex for programming and brings additional cost when IT solution is designed. We would propose to report the contract as it is concluded by the market participants. If it is a non-standard contract, it could be decided in the “specific cases” how to report it;*

- 5) *More details of option styles shall be provided (at least "O" to quote any other styles). Our concern is how to report eventually exotic option styles (e.g. binary, barrier, window options, etc.). Furthermore, practical examples of option reporting shall be added in Annex III.*
- 6) *At the moment, not all of the transaction types are shown in examples with sufficient details (i.e. which fields are mandatory and which are optional). Therefore, mandatory/optional flag shall be quoted in field description.*
- 7) *Order to trades: are they supposed to be reported as part of the transactions or separately? Also, some examples of orders in Annex III are welcomed.*
- 8) *There is no field defined as "internal contract identifier". This is very important because it allows us to ensure the traceability of the contract reported with internal systems. It is used also in EMIR.*
- 9) *We believe it is crucial to minimise the amount of interpretation that RRM can apply in submitting data in data fields. The less choice of data options the better the chance of trades being matched, unless it is clear a certain field/ fields are the minimum that must be matched. Under EMIR reporting experience, we observe a large number of mismatched fields where either participants have chosen to report an aspect to a trade slightly differently (delivery timing of 00:00 to 23:59 or 00:01 to 00:00; MW or MWh, etc.) or due to specific logics the various TRs have set up internally. Based on this experience, it is absolutely essential that ACER provides as much detailed description as possible in to minimize the number of mismatched fields.*
- 10) *Linked to the previous point 9, we would like ACER to clearly define what is the minimum data that is needed to match trades? Is there one particular field/ a small number of fields that must match before a trade is considered matched? Are the fields indicated at the back of the TRUM the minimum fields that must be completed?*
- 11) *Some non-standard contracts can have very complex pricing formulas (index, baskets), including more than one index from different markets (power, transfer capacities, gas, oil, aluminium and other metals, different commodities, etc.), price caps and other nonlinear mathematical function in their definition. For such transaction, there is no way to report them through existing fields 32, 33 and 34. For such transaction, those fields should be left blank.*
- 12) *It would be useful to have further clarification on the handling of lifecycle events for standard contracts executed over OMP: MPs question if at all and how life-cycle events (ACER speaks of "post-trade events" in this RRM Requirements) for standardized transactions executed at OMPs can be reported, because this information is not available to OMPs nor is it available to trade matching systems or trade reporting systems. The potential to have to report modifications and cancellations could cause significant technical issues for Market Participants. **We are of the opinion that most of the***

potential questions connected to this issue could be avoided if the data fields 58 and 59 (confirmation time stamp) would not have to be populated.

Comments on specific data fields:

Data Field no. 1 (ID of the market participant of counterparty): *If a market participant performs delegated reporting, we believe it should be possible to enter the ID's of both counterparties, separated by a comma. This is how it this information is reported by EMIR currently.*

Data Field no. 3 (Trader ID as identified by the organised market place and/or for the market participant or counterparty): *It is not clear how to populate the value for bilateral contracts traded off-organised market places. We believe that Trader ID should not be mandatory for "off-organised" market places, also taking into account that if a party wish to offer delegated reporting services to its counterparty, it's almost impossible to report this counterparty data. The value "a12345" is not explained sufficiently enough. This could be a source of significant confusion as the same trader can now have multiple IDs depending on which exchange they are trading on. This will increase the systems work required for market participants at set-up, and the risk probability of misreporting these trade criteria. Furthermore, this will require an additional level of internal systems security in terms of ID usage, the benefits of which additional security to ACER is not clear. It should be also taken into account that in some Member States, national legislation does prevent that information related to individual people is stored or transmitted.*

Data Field no. 8 (Beneficiary Identification): *ACER could give further guidance how the "Beneficiary" field should be populated. When a market participant A does a deal based on the common need of market participants B, C and D on a market place, it is impossible for the market place to have information of B, C and D. It would be welcome if ACER could clarify exactly when the beneficiary field is expected to be used. In our view, as done currently under EMIR, the beneficiary field should be populated only if the transaction is traded on behalf of a third company. Otherwise it is not possible to populate this field. How are we supposed to interpret the minimum threshold 600 GWh/Year? What is the difference between "the supply of electricity or gas for the use of final customers" and "supply of electricity and gas to a single consumption unit with a capability to consume"?*

Data Field no. 11 (Buy/sell indicator): *In the description it is mentioned that, in some cases, where an order is neither buy nor sell, value "BS" should be reported; however, this is not valid since the reserved field length is just 1 character.*

Data Field no. 12 (Initiator/Aggressor): *There is not a sufficiently clear distinction between Initiator and Aggressor provided; we think that a clearer explanation is needed.*

Data Field no. 14 (Contract ID): *This is identified as not required for reporting bilateral contracts traded off-organised market places, which is not aligned with expectations for*

UTI under EMIR. How does this reconcile between REMIT and EMIR? And how will non-ID trades be traced later?

Data Field no. 19 (Undisclosed Volume): Which mechanisms and controls are facilitated by the RRM and the Agency in the terms of keeping this volume hidden or undisclosed when we are obliged to report the volume?

Data Field no. 25 (Contract name): We are very unsure about this field as all needed information about the contract identification is already stated in other fields. We consider field no. 27 (UTI) as more important and relevant for contract identification.

Data Field no. 26 (Contract Trading Hours): We are unsure about this field as it is a characteristic of the product in organized market place and not a characteristic of the contract. The information could be retrieved from organised market places operational instructions.

Data Field no. 28 (Linked Transaction ID): Comments regarding scenario 1 (trade occurring across multiple products): Most deal capture systems do not allow to link both transactions which are booked separately and additional IT developments and investment would be needed to link these. By trading a spread on an organised market place, it is split by the organised market place in several products in the moment of trade execution. It is just a service to show the trades in one spread contract otherwise the market participant would have to "construct" this on its own. The overall risk profile and price is important not really how it is booked.

Data Field no. 29 (Linked Order ID): We would like to have a clear description of this field. Order ID identifies the unique Order ID specified by the OMP, and the Linked Order ID identifies a transaction which is the result of an executed order. But Linked Order ID also facilitates when an order is amended where the original Order ID should be applied in this field and the new Order ID is applied to Order ID. Examples are needed how to treat this taking into account that burden to MPs should be avoided as much as possible.

Data Field no. 34 (Index Value): We find the description confusing in the sense as it is unclear if this is the fixing price, price spread or index multiplier that is expected? Furthermore, in many cases the value of the index is not known in the moment of closing the trade. It would be very helpful to get more clarity and examples on this. In this context it is also very important to know that if this would imply coordination with counterparties, it could be a massive burden for market participant.

Data Field no. 36 (Notional Amount): Trades that have an unknown price at the reporting time should be left blank. We believe that this is mainly for indexed trades, but would welcome clarification about the procedure to fill in this field.

Data Field no. 40 (Quantity unit for fields 38 and 39): The unit in both fields no. 38 and no. 39 will always differ since field 38 represents power and field 39 represents energy.

Data Field no. 42 (Last trading date and time): It seems unclear why this information should be provided as this is a characteristic of the product in organized market place and it is not a characteristic of the contract.

Data Field no. 51 (Duration): This field is redundant since it does not hold any relevant additional information. Furthermore, the proposed values are QH= Quarter Hour; HH = Half Hour; H= Hour; D= Day; W= Week; M =Month; Q = Quarter; S= Season; Y= Annual. However, we miss products such as week-end, balance of week, balance of month. For pragmatic reasons there could be a category “others” be introduced to cover these (and potential other cases).

Data Field no. 53 (Days of the week): For many market participants it might be difficult to implement this field (depending on their IT system). We would recommend omitting this field and using a more generalized approach by utilizing fields 54, 55 and 57.

General systems query: Further guidance or direction on the file type expected from market participants would be welcome.

6. Please provide us with your views on the examples of transaction reporting listed in ANNEX III of the draft TRUM. Do you consider the listed examples useful to facilitate transaction reporting?

Generally, we consider Annex III as helpful. This part should be maintained after the official release of the TRUM and be regularly updated to cover new types of transactions, etc. However, as already mentioned in our answer to question 1, we have noticed that the examples have not been populated consistently with the field guidelines for the reporting of standard trades and should be carefully reviewed prior to releasing the final TRUM.

The current list of transactions is confusing in some parts. For example, delivery period parameter should not distinguish two transactions, e.g. “3.3 Electricity base load day-ahead contract” and “3.5 Electricity base load monthly contract” are same type of transaction (there are other such cases, not just those two examples). Also, base load, peak load, off-peak load transactions are reported identically, and then hourly, block and shaped contract are reporting the same way again, etc. It would be beneficial to concentrate those identical types of reports to make the TRUM more manageable. In general (there might be some exceptions), trade report examples should aggregate contracts which have same reporting fields mandatory/blank, regardless of their field values.

ACER should also set up a clear procedure for cases where the transaction made is not mentioned in Annex III’s examples of transaction reporting. If not, there is a risk of inconsistency of the reported data between market participants thus creating legal

uncertainty. ACER could foresee a table with non-mandatory fields to report those contracts that would do not fit any the trading scenarios.

The part called “Bilateral trades off-organised market places” in Annex III is not clear to us. We would welcome clarification from ACER of what kinds of transactions are included here. In general, we believe there is a need to clearly define what kinds of contracts are included in the standard contract definition. In our understanding, standard contracts are the only ones traded at organised market places and included in ACER’s list of standard contracts.

7. In your view, are there any additional examples to be added in ANNEX III of the draft TRUM? Please provide a description of example(s) that in your opinion should be covered.

- *Balance of week/month*
- *working day next week*
- *Power/gas physical option on FWD contract*
- *Example on how to backload a contract*
- *electricity peak load and off peak day-ahead contract*
- *electricity base load weekly/monthly/quarterly/yearly forward contract*
- *electricity peak load weekly/monthly/quarterly/yearly forward contract*
- *electricity off-peak weekly/monthly/quarterly/yearly forward contract*
- *gas quarterly forward contract*
- *gas yearly forward contract*
- *The examples of the various option contracts shall be included in the ANNEX III, too. Also, some examples of orders in Annex III are welcomed.*
- *It would also be helpful if examples could be included in respect of reports that are submitted in relation to back loaded contracts.*
- *Further examples for delegated reporting would be helpful.*

8. Please provide us with your views on the field guidelines for the reporting of transactions in non-standard supply contracts.

As the above guidelines reflect mostly the field guidelines for the standard supply contract and are not always fully applicable to the reporting of non-standard contract, one may challenge the current usability of this section of the TRUM. Although it’s appreciated to receive early guidance, it has no added-value if not applicable or adapted to non-standard reporting.

We would very much welcome for ACER further clarification of which non-standard contracts need to be reported via the standard form in order to allow for proper IT implementation. Examples would also be appreciated.

Furthermore, we believe that it is not very clear, which fields are required to be reported regarding contracts and especially regarding options. We propose that it would be useful to have separate chapters of the TRUM dealing with contracts and options to avoid any misunderstandings. At the same time we put into consideration to divide the reporting fields regarding commodities. Not all fields are applicable to electricity or gas.

Comments on specific data fields:

Data Field no. 3 (ID of the trader and / or of the market participant or counterparty as identified by the organised market place): As non-standard contracts are per definition not traded via organised market place, this field should not be required for non-standard contracts.

Data Field no. 10 (Buy/sell indicator): In the description, it is mentioned that, in some cases, where order is neither buy nor sell, "BS" should be reported, however this is not valid since this field length is just 1 character.

Data Field no. 11 (Contract Date): This field is equivalent to Data Field no. 24 (Transaction timestamp). In order to maintain the coherence between standard and non-standard reporting, they should be named in the same way. Additionally, the field no. 24 (transaction timestamp) is defined as date and time, and in this case it is defined only as date. It should be date and time for field no.11.

Data Field no. 12 (Contract Type): As the list of non-standard supply contracts is broader than anticipated, we would expect more options for this field. For example, physical swaps are not included. At least the list should contain the value "Others" to capture all specific non-standard contracts.

Data Field no. 14 (Contract ID): This field should not exist in the non-standard contracts format, since it has only sense for organized market.

Data Field no. 20 (Volume Optionality): What is the difference between V and C? The field description probably does not match this field (i.e. the description of the field does not correspond to the parameter contained in the cells).

Data Field no. 25 (Volume Optionality Intervals): The field description probably does not match this field (i.e. the description of the field does not correspond to the parameter contained in the cells).

Data Field no. 26 (Volume Optionality Capacity): The field description probably does not match this field.

Data Field no. 28 (Price or Price Formula): Some price formula might be too complex to be reported; therefore this field should be optional.

Data Field no. 29 (Fixing index): The example does not correspond to the field.

Data Field no. 30 (Fixing index type): The content of this field is exactly the same as field 12 (contract type).

Data Field no. 29 (Fixing Index), no. 30 (Fixing Index Types) and no. Field 31 (Fixing Index Sources): Some price formulas might consist of too many different indexes to be reported; therefore these fields should be optional. For non-standard contracts, it should be clearly specified in the TRUM that only published indexes related to electricity or gas have to be reported, as it is already specified in the Data Field No (13) Energy Commodity definition. Including non-published indexes or published indexes related to commodities out of the scope of REMIT would significantly increase the complexity of REMIT reporting.

Data Field no. 38 (Option First Exercise Date): Format should contain day and hour.

Data Field no. 39 (Option Last Exercise Date): Format should contain day and hour.

The title p. 7.3 of section 5.4 "Data fields related to delivery profile" should be related to options

- 9. Please provide us with your views on whether examples of transaction reporting should be added as regards transactions in non-standard supply contracts. If yes, please explain which scenarios these examples should cover.**

We need a TRUM for non-standard transactions as detailed as this one for standard contracts before the non-standard reporting is due to commence for IT implementation reasons. Thus we ask ACER to publish this also together with the Implementing Acts.

The full details of the reporting requirements for non-standard contracts should cover examples in a similar fashion as what has been done for standard transactions. As mentioned in answer no. 6, we believe that ACER should set up a clear procedure for cases where the transaction made is not mentioned in the examples for non-standard contracts. We believe that ACER should foresee two main tools, the first one being the preparation of an extensive list of trading scenarios for non-standardized contracts based on market participants' feedback. Then, given the fact that all scenarios cannot be covered ex-ante and that the market is a living space with new type of contracts regularly emerging, we believe that ACER should foresee one specific scenario enabling the reporting of "non - identified" contract with no mandatory fields. This would enable reporting entities putting their best efforts to report specific contracts that have not been identified in the scenarios. Furthermore, we would also expect more clarity from ACER on whether the orders are to be reported in case of non-standard contracts.

Regarding the starting date of the reporting obligation for non-standard contracts, we could consider to commence it only six months after key trade repositories/RRMs have indicated their readiness to report the required data.

Some examples of transactions that should be added:

- *Long term contract, e.g.*
 - *Long term gas supply agreement with minimum monthly volume (take or pay clause) with option for additional volumes, multiple delivery points and price formula based on public indexes : Brent prices, fuel oil prices, gas oil prices, fx rate, natural gas prices*
- *Supply contract to final customers with variable load profile (depending on industrial needs end consumer).*

10. Please provide us with your views on the field guidelines for the reporting of transactions in electricity transportation contracts.

N/A

11. Please provide us with your views on whether examples of transaction reporting should be added as regards transactions in electricity transportation contracts. If yes, please explain which scenarios these examples should cover.

Yes, examples would be welcomed. Scenarios not yet investigated at this stage.

12. Please provide us with your views on the field guidelines for the reporting of transactions in gas transportation contracts.

N/A

13. Please provide us with your views on whether examples of transaction reporting should be added as regards transactions in gas transportation contracts. If yes, please explain which scenarios these examples should cover.

Yes, examples would be welcomed. Scenarios not yet investigated at this stage.

14. Do you agree that, if organised market places, trade matching or reporting systems agree to report trade data in derivatives contracts directly to the Agency they must do so in accordance with Table 1 of Annex I of the draft Implementing Acts as regards contracts referred to in Article 3(1)(a)(9) and Table 3 or 4 as regards contracts referred to in Article 3(1)(b)(3)?

The same principle as for physical trades should apply; thus any trade concluded on an organised market place is reportable by the organised market places (primary obligation), including derivatives not yet reported under EMIR, whilst using the same formats. Given the no double reporting principle, organised market places should not be asked to report derivatives already reported under EMIR.

15. In your view, are Tables 1, 3 and 4 of Annex I of the draft Implementing Acts suited for the reporting of contracts referred to in Article 3(1)(a)(9) and Article 3(1)(b)(3) respectively?

It may happen that counterparties involved in a particular deal, will capture this deal differently in their IT system (due to different IT systems and their constraints) and therefore cannot report them in same way. For example, one counterparty might capture a transaction as one 3-year deal while the other counterparty captures the same transaction as three individual yearly deals. Another example could be that a counterparty captures a deal as a standard load profile without delivery on some holidays while the second counterparty is capturing the same deal as a shaped product in his system. To overcome those issues, a lot of coordination among market participants is going to be required. But it will not be enough to solve the problem most of the time. It would be very costly to adapt IT systems/reporting to all different possibilities and counterparties or it may also not be possible at all in some cases. Overall, more a general approach for standard contracts would be to report just Load Delivery Intervals (54), Delivery capacity (55) and Price/time interval quantity (57) for all contracts, instead of fields Duration (51), Load Type (52) and Days of the week (53).

EURELECTRIC pursues in all its activities the application of the following sustainable development values:

Economic Development

▶ Growth, added-value, efficiency

Environmental Leadership

▶ Commitment, innovation, pro-activeness

Social Responsibility

▶ Transparency, ethics, accountability



Union of the Electricity Industry - EURELECTRIC aisbl
Boulevard de l'Impératrice, 66 - bte 2
B - 1000 Brussels • Belgium
Tel: + 32 2 515 10 00 • Fax: + 32 2 515 10 10
VAT: BE 0462 679 112 • www.eurelectric.org