

Evaluation report

Public consultation on the need to introduce ACER's voluntary Power Purchase Agreement contracts template(s)

PC_2024_E_06

15 October 2024

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1. Introduction

On June 20, 2024, Agency for the Cooperation of Energy Regulators (“ACER” or “the Agency”, hereafter) initiated a Public Consultation on the introduction of ACER’s voluntary templates for Power Purchase Agreements (PPAs) in the EU energy market. This effort was designed to allow a wide range of stakeholders to voice their opinions and identify the market’s needs. Over a period of four weeks, the consultation was conducted through a dynamic survey that adapted questions based on the respondent’s market role. The survey included both closed and open-ended questions, providing respondents the opportunity to offer detailed feedback.

The Agency received 112 submissions from diverse stakeholders, capturing a broad range of perspectives and feedback.

The responses received constituted a fundamental input for the assessment.

The Agency takes the opportunity to thank stakeholders for taking the time to participate in the consultation process and for the valuable contribution provided.

2. Process and methodology

This chapter aims at presenting the design structure of the public consultation, the data collected from the public consultation and the data handling process, and the clustering of responses.

2.1 Design structure of public consultation

Respondents to public consultation were assigned to a group depending on their area(s) of business, as per below:

- **Group 1** - market participants (e.g. off-taker/corporate energy buyer, developer, utility company, etc.)
- **Group 2** - entities supporting market participants (e.g. advisory, trade association, legal service, etc.)
- **Group 3** - other relevant stakeholders (e.g. NEMO, TSO, DSO, academia, think tank, etc.)

The public consultation had three sequential modules, with tailored questions, as per below:

- **Module A** - Specific template-related questions (i.e. direct experience with existing voluntary PPA template contracts)
- **Module B** - General template-related questions (i.e. the role of PPA template contracts, challenges and mitigation strategies)

- **Module C** - General preferences and way-forward (i.e. standardisation of template contracts to enable easier trade of PPAs on the market as an additional voluntary option, lack of suitable voluntary PPA template contracts as a major barrier, need to develop ACER voluntary templates)

Depending on the group type, stakeholders were invited to provide their input only to the relevant module(s), as presented in Table 1 below:

Table 1: Design structure of public consultation

	Module A	Module B	Module C
Group 1	Yes	Yes	Yes
Group 2	No	Yes	Yes
Group 3	No	No	Yes

This bespoke approach allowed to collect the relevant feedback in each area, reducing the time effort required for respondents.

2.2 Responses received

Overall, ACER received 112 responses, with the following breakdown:

- Group 1: 67 responses.
- Group 2: 33 responses.
- Group 3: 11 responses.

Moreover, ACER received a fully confidential response. This response is not assigned to any of the groups listed above.

The full list of respondents, who participated in the public consultation, is available in Annex I together with a table of responses received by country. The full dataset, including the non-confidential information, is available in the excel attachment “Responses – PC_2024_E_06”.

Confidential responses

ACER received three confidential responses: one fully confidential and two partially confidential. The (parts of the) inputs classified as confidential are neither included in this evaluation report nor used for statistical purposes.

The “Responses – PC_2024_E_06” excel file does not include the fully confidential response but it does include the two partially confidential responses. Confidential information is labelled as “CONFIDENTIAL”.

Data handling and statistics

The Agency received a high volume of responses. The Agency welcomed and appreciated receiving different points of view and valued the experience of responding experts.

ACER processed responses and created qualitative and quantitative outputs, such as tables and statistics. ACER is committed to deliver high-quality results; thus, double counting must be avoided. For this reason, ACER applied the following rules:

- If multiple individuals, working at the same organisation, submitted more than one response highlighting different points of view, the Agency considered all their responses valid for statistical purposes.
- If one individual submitted the same response on behalf of more than one organisation, the Agency considered all the responses valid for statistical purposes.
- If one individual submitted more than one response on behalf of the same organisation, the Agency considered valid for statistical purposes only the latest response received.

2.3 Clustering

In order to carefully assess the feedback received and have a clear overview of different points of view and preferences, the Agency clustered responses taking into account three parameters, namely:

- Whether the **lack of suitable current voluntary template PPA contracts on the market today is a major barrier** for further unlocking the PPA market or not; and whether additional templates developed by ACER would be welcomed and considered necessary or not.
- **To what extent standardisation of template PPA contracts is a valid way forward to enable easier trade of PPAs on the market.**
- Whether stakeholders would welcome and find useful **other actions** (e.g. knowledge sharing workshops, etc.) or not.

As a rule of thumb, the answers provided to the first two questions¹ of Module C and to the general comment were used for clustering responses.

ACER created five clusters, as presented in Table 2 below. Please note that these clusters are intended to provide an overall understanding of the trends and sentiments among

¹ “Is it possible to put in place a template contract which would enable easier trade of PPAs – in pursuit of better electricity market functioning and a smooth and rapid energy transition?”

“Is the lack of suitable current voluntary template PPA contracts on the market today a major barrier for further unlocking the PPA market?”

stakeholders and to help assessing market's needs. Please note that the comments assigned to each cluster do not always fully correspond to every individual stakeholder within the cluster.

More details on the clusters (e.g. stakeholders assigned to each cluster, comments, main messages, etc.) are available in Annex IV.

Table 2 - Description of clusters

Clusters	Parameters	Number of responses	Highlights
Cluster 1 The “Yes” block	Stance on voluntary templates: positive (The lack of suitable voluntary templates is a major barrier. ACER’s templates are welcomed.)	Group 1 = 11 Group 2 = 8 Group 3 = 4 Total = 23	<ul style="list-style-type: none"> In general, this cluster believes that the lack of suitable current voluntary templates is a major barrier for unlocking the potential of EU PPA market. Overall, in favour of having additional voluntary ACER’s templates.² Standardisation is somehow welcomed (i.e. “off-the-shelf” PPA products are no harm as an additional voluntary option). Other actions are also welcomed.
	Stance on standardisation: positive (Standardisation of PPA template contracts is perceived as a valid way forward to enable easier trade of PPAs on the market.)		
	Stance on other actions: positive (Other actions would be welcomed.)		
Cluster 2 The “No” block	Stance on voluntary templates: negative (The lack of suitable voluntary templates is a not a major barrier. ACER’s templates are not believed to be necessary.)	Group 1 = 18 Group 2 = 6 Group 3 = 2 Total = 26	<ul style="list-style-type: none"> This cluster does not believe that the lack of suitable current voluntary templates is a major barrier for unlocking the potential of EU PPA market.

² One market participant (Group 1) stated that the lack of suitable current voluntary templates is a major barrier for unlocking the potential of EU PPA market, but it does not see the need of having additional voluntary templates for PPA contracts developed by ACER.

	<p>Stance on standardisation: negative (Standardisation of PPA template contracts is not a valid way forward to enable easier trade of PPAs on the market and it is neither suggested nor recommended.)</p>		<ul style="list-style-type: none"> • Additional voluntary ACER's templates are unnecessary. It is rather more important focussing on other priorities and criticalities. • Standardisation is neither welcomed nor recommended. • However, other actions are welcomed.
<p>Cluster 3 "Yes templates, no standardisation"</p>	<p>Stance on voluntary templates: positive (The lack of suitable voluntary templates is a major barrier. ACER's templates are welcomed.)</p>	<p>Group 1 = 0 Group 2 = 0 Group 3 = 1</p> <p>Total = 1</p>	<ul style="list-style-type: none"> • In general, this cluster believes that the lack of suitable current voluntary templates is a major barrier for unlocking the potential of EU PPA market. • In favour of having additional voluntary ACER's templates. • Standardisation is neither welcomed nor recommended. • Other actions are also welcomed.
<p>Cluster 4 "No templates, standardisation is fine"</p>	<p>Stance on voluntary templates: negative (The lack of suitable voluntary templates is a not a major barrier. ACER's templates are not believed to be necessary.)</p>	<p>Group 1 = 37 Group 2 = 16 Group 3 = 2</p> <p>Total = 55</p>	<ul style="list-style-type: none"> • This cluster does not believe that the lack of suitable current voluntary templates is a major barrier for unlocking the potential of EU PPA market.

	Stance on standardisation: positive (Standardisation of PPA template contracts is perceived as a valid way forward to enable easier trade of PPAs on the market.)		<ul style="list-style-type: none"> • Additional voluntary ACER's templates are unnecessary. It is rather more important focussing on other priorities and criticalities. • Standardisation is somehow welcomed (i.e. "off-the-shelf" PPA products are no harm as an additional voluntary option). • However, other actions are welcomed.
	Stance on other actions: positive (Other actions would be welcomed.)		
Cluster 5 "Other"	Stance on voluntary templates: neutral	Group 1 = 1	<ul style="list-style-type: none"> • This cluster includes mainly those stakeholders that wanted to share their views and comments without any particularly strong position on the main consultation topics.
	Stance on standardisation: neutral	Group 2 = 1	
	Stance on other actions: neutral	Group 3 = 2	
		Total = 4	

3. Key-findings

The responses to the public consultation highlighted meaningful insights on the existing voluntary templates for PPA contracts and on the need to develop others.

Voluntary templates for PPA contracts can represent a useful tool for market participants (MPs, hereafter) by easing the negotiation process and reducing related costs.

Nevertheless, **MPs do not always use voluntary templates**. According to the responses received by MPs that signed a PPA, only 45% of MPs used templates.

Furthermore, **the usage of voluntary templates significantly varies across market participants**, as well as the reasons for not using them, as described below:

- Among the **users**:
 - 27.5% of MPs stated they have heavily edited a template contract to finalise the PPA.
 - 24% of MPs stated they have signed a template PPA contract with minimal adaptation to the project.
 - 21% of MPs stated they have used only some selected clauses from a template PPA contract.
 - 27.5% of MPs stated they used the existing voluntary template PPA contract(s) only for educational purposes
- Among the **non-users**:
 - 52% of MPs stated that it is easier to develop ad-hoc material (or to use previously signed contracts for reference), given that the specificities of the projects are bespoke.
 - 18% of MPs stated that they did not know there were template contracts.
 - 6% of MPs mentioned that existing templates are too complex.
 - 6% of MPs stated that the voluntary template PPA contracts are not sufficiently kept up to date.
 - 18% of MPs mentioned other reasons.

Moreover, **MPs that have never signed a PPA stated that the status of existing templates did not act as a major barrier for concluding a PPA**.

“Annex II - Module A”, available in the appendix, provides a data visualisation of responses received from Group 1 (i.e. MPs).

This scenario suggests that templates provide a valuable contribution for a significant share of MPs seeking support. Most stakeholders (56%) believes that the already existing voluntary templates can reduce market participants’ costs for signing PPA contracts (e.g. legal-wise, commercial-wise, business-wise, etc.). However, **there are some constraints limiting the potential of templates and their utilisation**. For example, if templates are not sufficiently kept up to date to represent the evolution of electricity markets, their usefulness may decrease, leading MPs to use templates to a lower extent.

“Annex III - Module B”, available in the appendix, provides additional information and statistics on the benefits and challenges of voluntary template PPA contracts.

Overall, according to responses received, most of the stakeholders do not find necessary to have **additional voluntary template PPA contracts**. In fact, 74% of respondents did not see the lack of suitable current voluntary template PPA contracts as a major barrier for further unlocking the PPA market, whereas only the 22% did; the remaining 4% of respondents had no opinion. Therefore, **a template PPA contract developed by ACER would probably be unnecessary**. Moreover, the majority of stakeholders (74%) believe that templates should be industry-led initiatives.

It is worth noting that **other actions would be overall welcomed by respondents**³.

1. **Knowledge-sharing workshops** - 60% of stakeholders would find useful attending periodic knowledge-sharing workshops for purposes.
2. **Existing templates to be regularly updated** - 35% of stakeholders would appreciate having regular updates of existing templates.
3. **Other actions** - Other actions would also be well received, for example:
 - 15% of stakeholders would like **ACER to collect market participants input and issue recommendation(s)/best practice(s)** on what a good template should look like
 - 5% of stakeholders would like **ACER to draft voluntary plug-in legal clauses** for the already existing templates.

Finally, **most respondents (72%) believe that standardisation of template PPA contracts can be a valid way forward to enable easier trade of PPAs on the market, as long as this is an additional voluntary option for MPs**. The 24% of responses would not recommend such standardisation and the remaining 4% of respondents had no opinion.

Stakeholders also flagged that there are other more critical barriers, currently slowing down the development of PPA markets, which need to be tackled in a timely manner. Here follows a non-exhaustive list of outstanding issues and concerns flagged by respondents:

- Difficulty in accessing to **credit guarantees**.
- Unstable **regulatory environment**.
- Lengthy **administrative procedures**.
- **Grid connections** risks.
- **Support schemes** more attractive than commercial PPAs.
- **Long-term transmission rights** by TSOs to unlock the cross-border PPAs' markets.

“Annex IV - Module C”, available in the appendix, provides additional details on the clusters containing respondents' points of view and suggestions, and statistics on other welcomed actions.

4. ACER's views

³ Please note that stakeholders were given the possibility to indicate multiple preferences.

ACER appreciates the feedback received from stakeholders and considers it as a fundamental input for the assessment.

Responses to public consultation provided a valuable insight on the usage of templates and highlighted the outstanding issues of voluntary template contracts, and more broadly of the European PPA market.

ACER acknowledges that there are different points of view among stakeholders on voluntary template PPA contracts and more specifically on the need to have new voluntary templates issued and developed by ACER (together with the NEMOs and after consulting the relevant stakeholders), as shown in the clusters available in Annex IV.

Current landscape and need to issue additional template contracts

There are currently several publicly available template PPA contracts, as also clearly noted by stakeholders. Such material can provide a non-negligible **support to market participants, such as easing the negotiation process and reducing related costs.**

Users mostly see existing templates as a “good starting point” rather than a ready to use material. In other words, **template contracts often require adjustments and changes to reflect the peculiarities of the agreement.** This depends on the specificities of each project. For this reason, market participants made clear that flexibility is an essential and inherent feature of Power Purchase Agreements.

Moreover, ACER understands that template PPA contracts face various structural challenges, such as:

- **Frequent updates required** - To be regularly updated, due to the fast evolution of electricity markets.
- **Regulatory challenge** - To comply with multiple national legislations.
- **Language challenge** - To be translated in multiple languages.
- **Trade-off: general audience vs specific needs** - To be designed for suiting a vast audience of market participants, subject to the constraints to be detailed enough to accommodate the different specific needs.

ACER believes that such challenges are common to all templates. The same challenges would then apply also to the additional templates developed by ACER.

ACER believes that it is more effective to further enhance existing templates and take the necessary actions to remove barriers limiting and hampering the use of existing template contracts, instead of issuing new templates.⁴ ACER believes that this approach is more likely to address existing template-related needs of market participants.

ACER also acknowledges that market participants are generally more inclined to support an industry-led process for developing and refining template for PPA contracts.

⁴ See “Assessment on the need of ACER’s voluntary Power Purchase Agreement contract template(s)”, 3.2.2. Conclusion on ACER’s assessment

Barriers limiting the utilisation of existing template contracts

ACER acknowledges the fact that the use of templates may vary significantly among market participants, ranging from being the core of the negotiation process to a material used only for educational purposes. ACER also acknowledges that a relevant share of market participants opts for not using templates. ACER understands that this depends on the different preferences and business needs.

ACER believes it is key to remove educational barrier preventing or limiting the use of existing templates. In other words, it is crucial that market participants have a comprehensive knowledge on the existing publicly available templates and on how templates can be employed during the negotiation process. This will further improve the usefulness of existing templates.

Other actions aiming at unlocking the potential of existing templates

The public consultation highlighted that stakeholders would welcome other actions, such as: knowledge-sharing workshop, regular updates to existing templates, ACER to issue recommendation(s), ACER to develop voluntary plug-in legal clauses, other actions.

ACER acknowledges Energy Traders Europe's offer to *'organise workshops, masterclasses, and other knowledge-building efforts to enhance the utilisation of existing voluntary templates'* and thanks them for their readiness to *'share with ACER their expertise in standardising contractual documents and keeping such standards up to date'*.

Moreover, ACER acknowledges the suggestion received regarding the development of a plug-in legal clause for reporting obligations under EMIR/REMIT.

ACER believes that the above actions might all be beneficial for unlocking the full potential of voluntary existing template contracts, by further boosting their utilisation.

Other outstanding issues

There is consensus among stakeholders that other more predominant barriers are currently hampering the development of the European PPA market.

ACER carefully took note of the multiple concerns raised by stakeholder. These various other topics concerning Power Purchase Agreements that were raised but are beyond the scope of this publication, including barriers to unlocking the European PPA market, will be addressed in other Agency documents, such as the annual assessment of the PPA market, as they are crucial for the EU to create a more integrated, competitive, and sustainable electricity market that aligns with its decarbonisation goals and provides stable energy prices for consumers.

5. CONCLUSION

Responses to public consultation highlighted numerous insights on the use of template PPA contracts, related issues, and potential mitigation strategies.

It is important to note that most stakeholders pointed out that **additional templates are unnecessary** but would appreciate **other actions** aiming at supporting the development of the PPA market, through a more efficient and aware use of template PPA contracts.

The key findings from this consultation process were a valuable input for the assessment on the need to issue additional template PPA contracts by ACER.

APPENDIX

Annex I – General information on responses received.

Table A.1 – List of respondents

No.	Company's name	Area of business	Country of origin	Confidential
1.	Confidential	Confidential.	Confidential	Yes ⁵
2.	Google	Off-taker	Belgium	Yes. ⁶
3.	Centrica	Trader; Portfolio Manager	United Kingdom	No.
4.	Equinor	Developer; Trader; Off-taker	Norway	No.
5.	Enel	Developer; Utility Company; Trader; Distribution	Italy	No.
6.	Shell Energy Europe	Trader	United Kingdom	No.
7.	Lightsource bp	Developer	United Kingdom	No.
8.	EDP	Utility Company	Portugal	No.
9.	EWS Elektrizitätswerke Schönau eG	Utility Company; Distribution	Germany	No.
10.	Electricité de France	Developer; Utility Company	France	No.
11.	Octopus Energy France	Off-taker	France	No.

⁵ Fully confidential response is not included in the excel file “Responses - PC_2024_E_06”

⁶ Despite the response by Google is marked as confidential, Google confirmed via email that the response does not include any confidential information. For this reason, in the excel file “Responses - PC_2024_E_06” all the relevant fields are visible.

12.	Confidential	Developer; Utility Company; Trader	France	Yes. ⁷
13.	Eni S.p.A	Developer; Utility Company; Trader; Off-taker; Portfolio Manager; Other	Italy	No.
14.	HOLDING SLOVENSKE ELEKTRARNE d.o.o.	Utility Company; Trader	Slovenia	No.
15.	Edison SpA	Utility Company; Off-taker	Italy	No.
16.	BayWa r.e. AG	Developer	Germany	No.
17.	Iberdrola Clienti Italia, S.R.L.	Utility Company	Italy	No.
18.	Flogas	Utility Company	Ireland	No.
19.	Iberdrola Renovables Deutschland GmbH	Utility Company	Germany	No.
20.	Iberdrola España, S.A.U.	Utility Company	Spain	No.
21.	Axpo Group	Developer; Utility Company; Trader; Distribution; Portfolio Manager	Switzerland	No.
22.	Gnera Energía y Tecnología, S.L.	Developer; Trader; Off- taker; Legal Service	Spain	No.
23.	Greenvolt	Developer	Portugal	No.

⁷ Confidential information is labelled as "CONFIDENTIAL" in the excel file "Responses - PC_2024_E_06"

24.	E.ON SE	Utility Company; Off-taker; Distribution	Germany	No.
25.	bp p.l.c	Trader	United Kingdom	No.
26.	EDF Trading Limited	Trader	United Kingdom	No.
27.	Enel Spa	Utility Company	Italy	No.
28.	Energy Pool	Portfolio Manager	France	No.
29.	Acciona Energia	Developer; Utility Company; Trader; Portfolio Manager	Spain	No.
30.	SGCC	Utility Company	Other	No.
31.	Endesa S.A	Utility Company	Spain	No.
32.	Vattenfall AB	Utility Company	Sweden	No.
33.	RWE Supply & Trading GmbH	Trader	Germany	No.
34.	BKW Energie AG	Utility Company	Switzerland	No.
35.	Vattenfall	Developer; Utility Company; Trader	Germany	No.
36.	Alterric	Developer	Germany	No.
37.	Hydro Energi AS	Developer; Trader; Off- taker; Portfolio Manager	Other	No.
38.	Virya Energy	Developer; Utility Company; Off-taker	Belgium	No.
39.	Lineage	Off-taker	Netherlands	No.
40.	EP Energia Italia srl	Utility Company; Trader	Italy	No.

41.	ABO Energy KGaA	Developer	Germany	No.
42.	Ørsted A/S	Developer; Utility Company	Denmark	No.
43.	A2A	Utility Company	Italy	No.
44.	VoltH2 Operaring B.V.	Off-taker; Portfolio Manager	Netherlands	No.
45.	Stadtwerke München GmbH	Utility Company	Germany	No.
46.	thyssenkrupp Steel Europe AG	Off-taker	Germany	No.
47.	Better Energy	Developer; Utility Company	Denmark	No.
48.	KRAFTWERK Renewable Power Solutions GmbH	Developer	Germany	No.
49.	Statkraft	Developer; Utility Company; Trader; Off-taker; Portfolio Manager	Norway	No.
50.	ID Energy	Developer	Hungary	No.
51.	Encavis AG	Utility Company	Germany	No.
52.	ERG POWER GENERATION SPA	Developer; Trader	Italy	No.
53.	Fortum Power and Heat Oy	Utility Company	Finland	No.
54.	Assix	Developer	Hungary	No.
55.	EDP, SA	Utility Company; Trader; Off-taker; Portfolio Manager	Portugal	No.
56.	ERG	Utility Company	Italy	No.
57.	European Energy A/S	Developer	Denmark	No.

58.	EnBW Energie Baden Württemberg AG	Developer; Utility Company; Trader; Off-taker; Portfolio Manager	Germany	No.
59.	Axpo Iberia	Utility Company; Trader; Off-taker	Spain	No.
60.	Axpo Iberia	Utility Company; Trader; Off-taker; Portfolio Manager	Spain	No.
61.	Axpo Iberia	Trader; Off-taker	Spain	No.
62.	SUNNYWATT GROUP	Developer	Czechia	No.
63.	Elkem ASA	Off-taker	Norway	No.
64.	Axpo Iberia	Utility Company; Trader; Off-taker	Spain	No.
65.	Manitu Power Kft.	Developer	Hungary	No.
66.	Nippon Gases	Off-taker	Spain	No.
67.	Interenergo d.o.o.	Developer; Trader; Off-taker; Portfolio Manager	Slovenia	No.
68.	Elegone Energia, SA	Utility Company	Portugal	No.
69.	DLAPiper (EU and UK offices)	Off-taker; Legal Service	Other	No.
70.	European Energy Exchange	Other	Germany	No.
71.	Elettricità Futura	Other	Italy	No.
72.	Union Française de l'électricité	Other	France	No.
73.	smartEn	Other	Belgium	No.
74.	BDEW German Association of	Advisory	Germany	No.

	Energy & Water Industry			
75.	European Association for Storage of Energy (EASE)	Other	Belgium	No.
76.	REScoop.eu	Other	Belgium	No.
77.	AIGET (Associazione Italiana di Grossisti di Energia e Trader)	Other	Italy	No.
78.	Eurelectric	Other	Belgium	No.
79.	Cefic	Off-taker; Other	Belgium	No.
80.	Energy Traders Europe	Other	Netherlands	No.
81.	STXGroup	Trader; Advisory	Netherlands	No.
82.	Green Power Denmark	Other	Denmark	No.
83.	IFIEC Europe	Other	Belgium	No.
84.	RE-Source Platform	Other	Belgium	No.
85.	SolarPower Europe	Other	Belgium	No.
86.	UNIDEN	Other	France	No.
87.	Fabiani Petrovič Jeraj Rejc, o.p.,d.o.o. (PFP Law)	Legal Service	Slovenia	No.
88.	Maurizio Pagliari	Advisory	Italy	No.
89.	Eurelectric	Other	Belgium	No.
90.	AICEP	Other	Italy	No.
91.	Ifiec Europe	Other	Belgium	No.

92.	Pexapark AG	Advisory	Switzerland	No.
93.	Pexapark AG	Advisory	Switzerland	No.
94.	Renewable Exchange	Advisory	United Kingdom	No.
95.	Pexapark	Advisory	Switzerland	No.
96.	Blixt	Legal Service	Belgium	No.
97.	-	Advisory	Greece	No.
98.	Energy Advisor	Advisory	Spain	No.
99.	volta value srls	Advisory	Italy	No.
100.	Protos Energy Srl	Advisory	Italy	No.
101.	Personal	Other	Spain	No.
102.	Europex	Other	Belgium	No.
103.	All NEMO Committee	NEMO	Other	No.
104.	Regulatory Assistance Project	Think tank	Belgium	No.
105.	I-TRACK Foundation	Other	Netherlands	No.
106.	OPCOMS.A	NEMO	Romania	No.
107.	German energy agency	Think tank	Germany	No.
108.	UPRIGAZ	Other	France	No.
109.	Energy Cities	Other	France	No.
110.	CNMC	Other	Spain	No.
111.	Association of Issuing Bodies	Other	Belgium	No.
112.	OTE, a.s.	NEMO	Czechia	No.

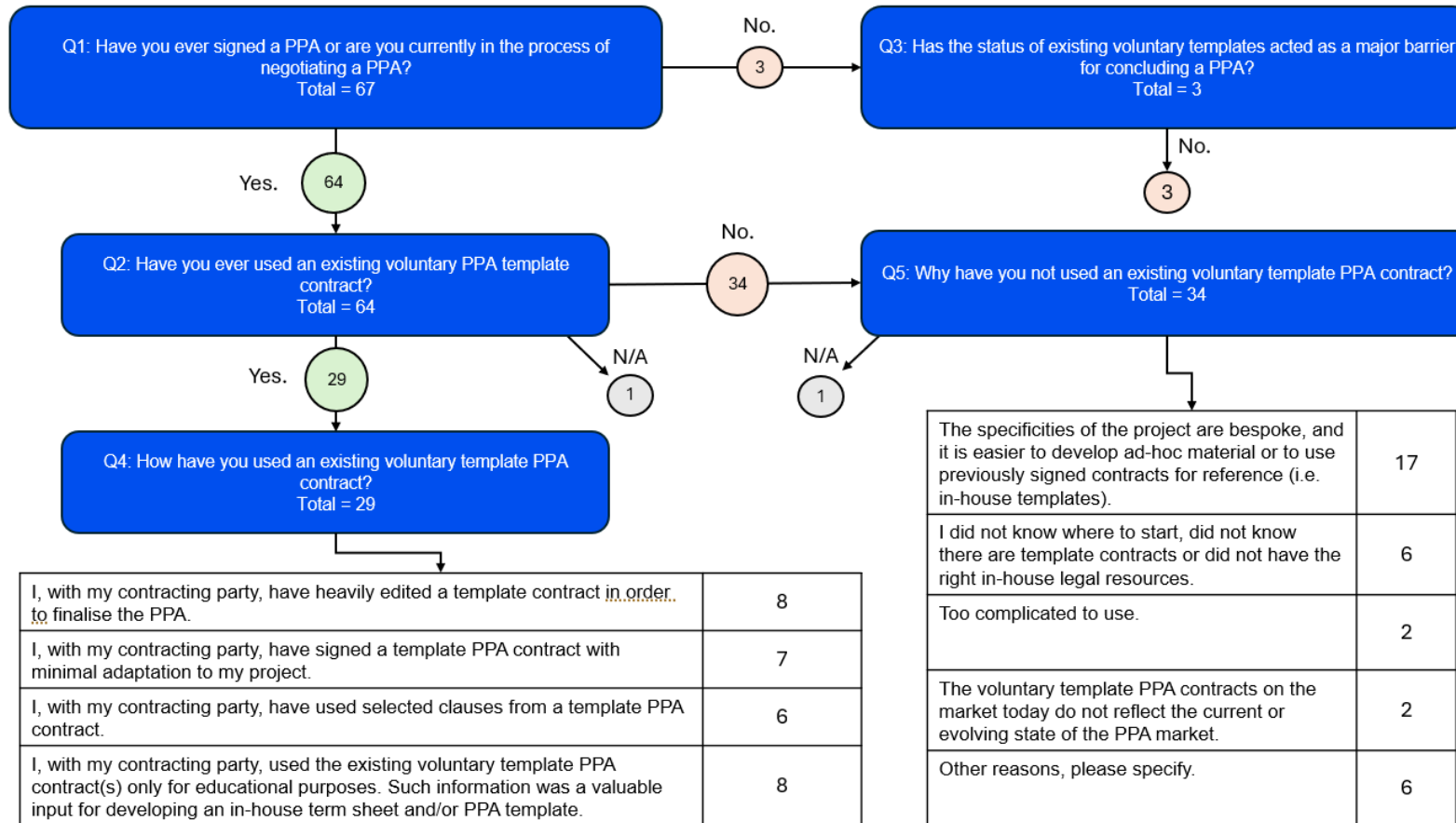
Please note that the full dataset, including the non-confidential information, is available in an excel document.

Table A.2 - Responses by country

Country	Responses
Belgium	16
Germany	16
Italy	15
Spain	12
France	8
United Kingdom	6
Netherlands	5
Switzerland	5
Denmark	4
Other	4
Portugal	4
Hungary	3
Norway	3
Slovenia	3
Czechia	2
Finland	1
Greece	1
Ireland	1
Romania	1
Sweden	1

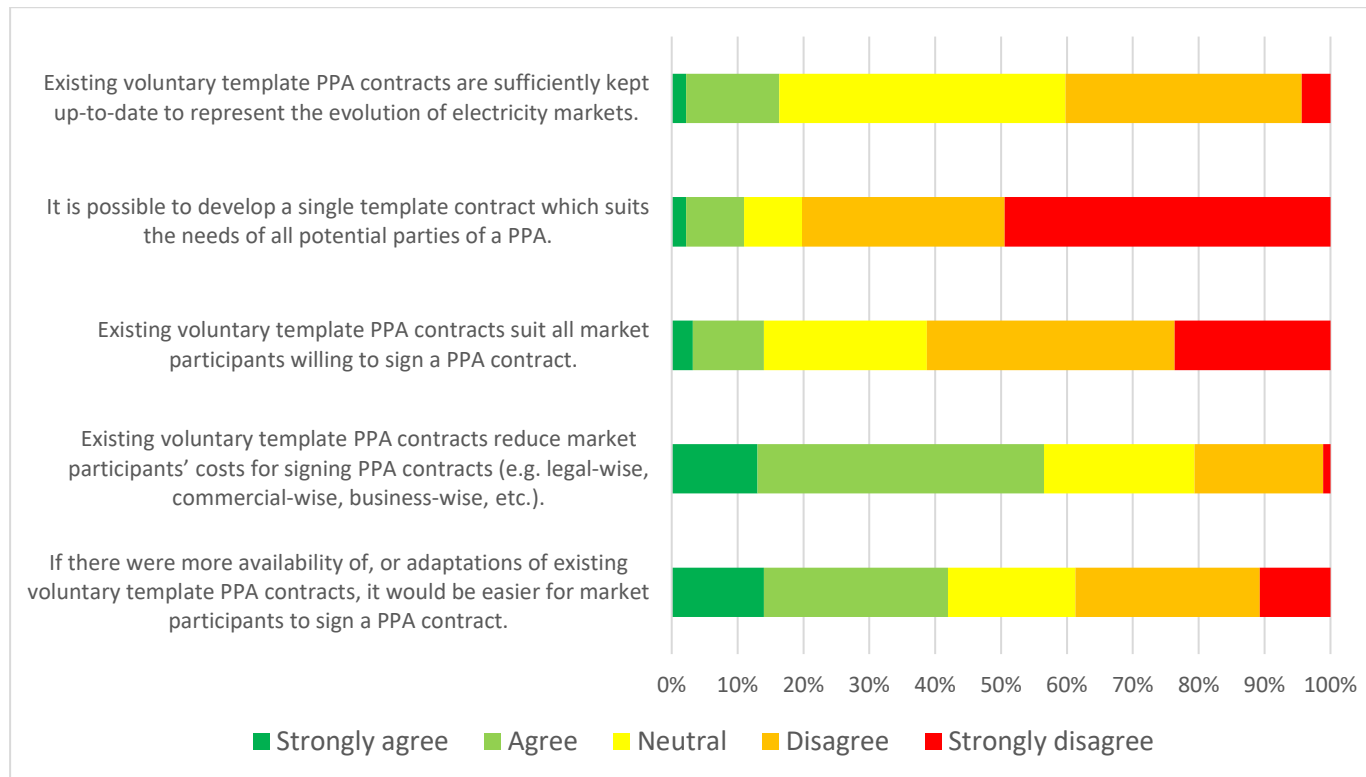
Annex II – Module A

Figure A.1 - Responses Module A



Annex III – Module B

Figure A.2 - Preferences Module B



Annex IV – Module C

Cluster 1 “Yes Block”		
Group	Respondent	Key highlights from responses and main messages from general comments*
1	<p>9 EWS Elektrizitätswerke Schönau eG</p> <p>11 Octopus Energy France</p> <p>23 Greenvolt</p> <p>24 E.ON SE</p> <p>30 SGCC</p> <p>44 VoltH2 Operaring B.V.</p> <p>48 KRAFTWERK Renwable Power Solutions GmbH</p> <p>51 Encavis AG</p> <p>54 Assix</p> <p>57 European Energy A/S</p>	<p>Overall, additional voluntary templates are no harm, since they could bring an added value for counterparts by facilitating the negotiation process and reducing costs. Moreover, voluntary standard PPA contracts (i.e. “off-the-shelf” products) might represent/be an interesting additional option to further explore.</p> <ul style="list-style-type: none"> • EWS Elektrizitätswerke Schönau eG - <i>“To establish a PPA market, market entry barriers must be consistently reduced and processes for transparency and standardization of contracts must be established. Therefore, this ACER consultation on the introduction of voluntary templates for PPAs lead in the right direction.”</i> • Octopus Energy France - <i>“Having standard contracts in which both parties have confidence that they will be balanced would make things easier, although this should not prevent the parties from being creative.”</i> • Greenvolt - <i>“We strongly look forward to the implementation of voluntary contracts that would help offtakers to be more familiar and open to signing PPAs.”</i>

	<p>65 Manitu Power Kft.</p>	<ul style="list-style-type: none"> • Protos Energy Srl - “I expect the creation of standard voluntary PPA-templates would make it easier for companies to sign a PPA, although there will always be room for exceptions and bespoke term in the one-to-one negotiations”
<p>2</p>	<p>87 Fabiani Petrovič Jeraj Rejc, o.p.,d.o.o. (PFP Law) 88 Maurizio Pagliari 93 Pexapark AG 94 Renewable Exchange 97 Personal 98 Personal 99 volta value srls 100 Protos EnergySrl</p>	<ul style="list-style-type: none"> • Europex and All NEMO Committee - “Power exchanges can contribute to boost the uptake and the liquidity pooling of PPAs by for example organising a trading platform for physical PPAs, thereby, reducing barriers to entry for consumers. If the platform acts as a central counter party it may facilitate the inclusion of state-backed guarantee schemes. In this context, a new voluntary template for PPAs, complementing other existing PPA contract templates (ISDA, EFET), could be beneficial. For the new template to be useful, stakeholders should be actively involved in the design process. Nevertheless, power derivative exchanges can also offer longer term maturities for standard financially-settled power base derivate contracts, which PPA contractors can use to register their PPA deal concluded bilaterally outside of the exchange and sent to the exchange and its clearing house for mitigating the counterparty risk. In this case, there would be no need for a new template.”
<p>3</p>	<p>102 Europex 103 All NEMO Committee 106 OPCOM S.A. 109 Energy Cities</p>	<ul style="list-style-type: none"> • Energy Cities – “Offering templates for PPAs that are more targeted for public buyers, cities in particular, would be a great way to remove one of the main barriers for cities to sign PPAs (others being the lack enabling procurement rules at national level). We recognise that in practice PPAs will always require specifics terms and conditions. But a template to start from will facilitate the process greatly. Such a template already exists for corporate European buyers, but municipalities are subject to different laws and regulations and have different needs that should be considered.” <p>It is also important dealing with some other existing barriers (e.g. guarantees, clarity on accountancy and tax treatment, etc.). Some actions would be welcome as mitigation strategies (e.g. guidance, etc.).</p> <ul style="list-style-type: none"> • EWS Elektrizitätswerke Schönau eG - “We therefore encourage ACER and the European Commission to support national governments in setting up programs to provide government guarantees for PPA projects.”

		<ul style="list-style-type: none"> • E.ON SE - <i>“From our perspective, financial and operational guarantees for project financing and operations are more significant than standardizing PPA contracts. [...] We believe that ACER should develop in its activities additional guidance and initiatives in order to address such barriers and de-risk PPAs for both producers and off-takers.”</i> • European Energy A/S - <i>“The biggest barrier in the PPA market is clarity on accountancy and tax treatment of PPAs.”</i> • Europex and All NEMO Committee - <i>“[...] there are other barriers to the development of PPAs: among others, regulatory uncertainty and lengthy permitting procedures; subsidy schemes for renewables; the need to educate developers on market instruments for hedging risks.”</i> • OPCOM S.A. - <i>We consider that it would be beneficial to have actions performed by ACER as for example to collect input from market participants and issue recommendation(s)/good practice on what a template PPA should contained and to propose legal clauses to be included voluntarily together with the legal clauses already existing in the current PPAs.</i>
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Cluster 2 “No Block”		
Group	Respondent	Key highlights from responses and main messages from general comments
1	<p>2 Google 3 Centrica 6 Shell Energy Europe 13 Eni S.p.A. 15 Edison 16 BayWa r.e. AG 21 Axpo Group 22 Gnera Energía y Tecnología, S.L. 26 EDF Trading Limited 32 Vattenfall AB 34 BKW Energie AG 43 A2A 45 Stadtwerke München GmbH 49 Statkraft 53 Fortum Power and Heat Oy</p>	<p>Overall, existing templates are a good starting point and a useful tool to facilitate negotiation. However, for further unlocking the potential of the European PPA market, additional templates seem not to be necessary.</p> <ul style="list-style-type: none"> • Edison S.p.A. - <i>“the introduction of a new standardized template at European level by ACER is not necessary, for the following reasons:</i> <p><i>The EFET PPA contract template has already been recognised and adopted by market participants as the de facto standard for negotiating PPAs. Additional standards could inadvertently create confusion in the PPA market.</i></p> <p><i>Contract models, in general, although often representing a valid starting point, are not helpful in the most critical phases of negotiation between the parties, especially since they cannot account for national specificities</i></p> <p><i>[...] not having a strict template foster competition between market participants, who can make their expertise available to achieve tailor made and innovative solutions. Therefore, if introduced, ACER’s contract template should not in any way hinder participant’s ability to compete in a free market.”</i></p>

	<p>59 & 60 & 64 Axpo Iberia</p>	<ul style="list-style-type: none"> • Axpo Group - “The current barriers to the PPA market are not based on missing templates or standardization. The existing templates are a sufficient basis for PPA contract development.” • Vattenfall AB - “In our opinion, the existing voluntary templates are sufficient.” • Centrica - “We see no need for ACER to standardise contracts or develop new templates. [...] Existing templates, such as EFET and ISDA, are readily available and can serve as basis for further negotiations. [...]” • Shell Energy Europe - “We consider the existing Energy Traders Europe (EFET) standard contract a sufficient voluntary PPA template, as it is widely used on a voluntary basis.” • BKW Energie AG - “There are many standards already existing for Power Purchase Agreement (PPA) and therefore they should not be buried with additional ones.” • REScoop.eu - “We represent energy communities, who are almost exclusively SMEs. When we consulted them about the added value of a voluntary template contract, they were skeptical that it would have added value. [...] they generally did not feel that the lack of template contracts was a significant barrier to entering into a PPA”
<p>2</p>	<p>74 BDEW German Association of Energy & Water Industry 76 REScoop.eu 77 AIGET 82 Green Power Denmark 84 RE-Source Platform 85 SolarPowerEurope</p>	<ul style="list-style-type: none"> • AIGET - “Some PPA contract templates have already been recognised and adopted by market participants as the de facto standard for negotiating PPAs. Additional standards not emerging from the market could inadvertently create confusion in the PPA market itself” • Regulatory Assistance Project - “The existing PPA voluntary templates are probably sufficient to provide a good starting point.” <p>It should be left up to market participants to design and refine templates for PPA contracts.</p>
<p>3</p>	<p>104 Regulatory Assistance Project 108 UPRIGAZ</p>	<ul style="list-style-type: none"> • Centrica - “Market participants are best positioned to develop and maintain such templates.” • Vattenfall AB - “Generally, we believe standards and templates are best created by market participants, to reflect our needs and experiences.” • Green Power Denmark – “Any initiative to develop (or moderate existing) voluntary, standard PPA templates should therefore be industry-led to ensure applicability and that potential templates can be easily adapted to local and project specific circumstances”

		<p>Power Purchase Agreements are bespoke arrangements that require negotiation in between the counterparts. Therefore, standardisation is neither recommended nor possible.</p> <ul style="list-style-type: none"> • Statkraft - <i>“PPAs are non-standardised deals by design and therefore not a tradable “off-the-shelf” product.”</i> • Centrica - <i>“Contractual freedom is key to arrange effective PPAs.”</i> <p>However, other actions could be useful to support market participants (e.g. knowledge-sharing workshops, etc.) and would be welcomed.</p> <ul style="list-style-type: none"> • Gnera Energía y Tecnología, S.L. - <i>“A REMIT/EMIR clause is necessary to facilitate compliance.”</i> • Centrica - <i>“ACER plays a key role to facilitate the uptake of PPAs: besides hosting knowledge-sharing workshops, the Agency can help identify and remove barriers, such as regulatory uncertainty, market interventions, low forward market liquidity exacerbated by CfD schemes, and limitations on small offtakers’ credit guarantees.”</i> • REScoop.eu - <i>“[...] guidance, outreach and training could have added value in educating, particularly for smaller market actors.”</i>
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		<ul style="list-style-type: none"> • Overall, it is much more urgent tackling some other barriers (e.g. financing, outdated legal frameworks, low liquidity in forward markets, permitting, grid constraints, negative prices, market revenue caps, etc.), and further boosting existing drivers (e.g. grid investments, national credit support schemes, etc.), than developing additional voluntary template(s) for PPA contracts. • Shell Energy Europe - <i>“We do not see a lack of standard contracts as the biggest barrier for the PPA market, but generous government subsidies that limit attractiveness of PPA market.”</i> • ENI S.p.A - <i>“Other challenges to be addressed are:</i> <ul style="list-style-type: none"> ○ <i>sufficient profitability for producers and flexibility for offtakers with contract durations enabling both sides to choose terms that align with their strategic goals, whether they seek short-term flexibility or long-term stability [...];</i> ○ <i>modular pricing allowing parties to select pricing structures that best suit their risk-management strategies and financial planning, complemented with periodic review and risk-sharing mechanisms;</i> ○ <i>consideration of offtakers’ load profile as well as producers’ generation profile enabling an optimized use of renewables, enhancing grid stability and better forecasting and planning”</i> • EDF Trading Limited - <i>“Fundamentally we consider that if a transaction is economically attractive it will be concluded regardless of drafting challenges, so recommend focusing on increasing incentives to contract PPAs.”</i> • Vattenfall AB - <i>“Rather than focusing on templates, the issuance of credit guarantees either by European financing institutions or Member States – as highlighted in the electricity market reform - should be more strongly pursued to facilitate PPAs.”</i> • A2A – <i>“the difficulty in accessing the PPA market is not due to the lack of templates [...], but to other factors [...]. Notably:</i> <ul style="list-style-type: none"> ○ <i>Bespoke clauses requested by the offtaker [...];</i> ○ <i>Investor-grade rating requirements for PPA offtakers, limiting access for small customers;</i> ○ <i>Risk of offtaker default/exit and the definition of related penalties;</i>
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		<ul style="list-style-type: none"> ○ Differences between Member States in national civil law/contract law on breach of contract, bankruptcy, etc.” ● Statkraft - “To facilitate PPAs by various parties, we favour establishment of more national credit-support schemes (see examples in Norway, France and Spain), in order to reduce the financial risks, accelerate demand and contribute to a functioning forward market.” ● Axpo Iberia - “The measures that would really boost PPA liquidity are others, such as public credit lines or discounts to industrial customers” ● Google - “[...] we would also welcome policy measures by the Commission and member states to encourage grid investments and accelerate permitting processes and creation of price signals to incentivise clean energy (firm and flexible) deployment. [...] Designing regulations to mitigate PPA risks like negative pricing and curtailment will enable additional clean energy development. Any public auction should be designed carefully considering that equivalent terms will be expected by the corporate PPAs” ● REScoop.eu - “What our member did express was that there are a number of other market barriers that prevent them from being able to enter into PPAs, such as: <ul style="list-style-type: none"> ○ the lack of access to financing ○ perceived market risk of financing smaller 'physical PPA's by larger financial institutions; and ○ outdated legal frameworks and lack of State support” ● RE-Source Platform - “Issues such as permitting, grid constraints, negative prices, and market revenue caps all have a negative impact on the PPA market. Barriers to industrial electrification also limits demand for PPAs.” ● SolarPower Europe – “[...] looking at the list of existing obstacles to the PPA market, investing time and resources in a PPA template should not be a priority. Many corporates have creditworthiness issues, many do not have a dedicated energy procurement team, some cannot procure renewable certificates if the underlying renewable asset is subsidised...” <p>It is important to design support schemes (e.g. CfDs) considering all the potential side effects (e.g. negative prices).</p>
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		<ul style="list-style-type: none">• Axpo Group - <i>“New support schemes, e.g. CfDs, need to consider a carve-out volume for PPAs and should not decrease the liquidity of the PPA market”</i>
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Cluster 3 “Yes Templates, no standard contracts”		
Group	Respondent	Key highlights from responses and main messages from general comments
3	107 German energy agency	

Cluster 4 “No templates, standard contracts are no harm as long as they are a voluntary option”

Group	Respondent	Key highlights from responses and main messages from general comments
1	<p> 4 Equinor 5 & 27 ENEL 7 Lightsource bp 8 & 55 EDP 10 Electricité de France 12 Confidential 14 HOLDING SLOVENSKE ELEKTRARNE d.o.o. 17 Iberdrola Clienti Italia, S.R.L. 18 Flogas 19 Iberdrola Renovables Deutschland GmbH 20 Iberdrola España, S.A.U. 25 bp p.l.c 28 Energy Pool 29 Acciona Energia </p>	<p>For further unlocking the potential of the European PPA market, additional templates seem to be unnecessary.</p> <ul style="list-style-type: none"> • Equinor - “Adding another voluntary template is not likely to improve liquidity or make PPAs any simpler to sign.” • Acciona Energia - “From our perspective, the main barrier to developing PPAs is not standardization but rather the execution of the projects themselves.” • Hydro Energi AS - “We do not believe that lack of templates is a major barrier for entering PPAs.” • Ørsted A/S - “It is our view that another PPA template will likely not make it easier for most market participants to take up PPAs. There are already existing voluntary PPA templates which can be used.” • Axpo Iberia - “[...] the goal is correct but not the proposed tools. [...] Providing a PPA template does not sound like a good solution, though. [...] I consider that other tools might provide better outcomes, such as helping companies in providing collaterals.” • European Energy Exchange - “EEX believes that there is no real need for ACER to develop a new voluntary template for PPAs, as established industry-led templates (i.e., ISDA and EFET) already exist.” • Eletricità Futura - “EF believes that the introduction of a new standardized template at the EU level by ACER isn’t necessary”

<p>31 Endesa S.A. 33 RWE Supply & Trading GmbH 35 Vattenfall 36 Altermic 37 Hydro Energi AS 38 Virya Energy 39 Lineage 40 EP Energia Italia srl 41 ABO Energy KgaA 42 Ørsted A/S 46 thyssenkrupp Steel Europe AG 47 Better Energy 50 ID Energy 52 ERG POWER GENERATION SPA 58 EnBW Energie Baden Württemberg AG 61 Axpo Iberia 62 SUNNYWATT GROUP 63 Elkem ASA 66 Nippon Gases 67 Interenergo d.o.o. 68 Elergone Energia, SA</p>	<ul style="list-style-type: none"> • Energy Traders Europe – “We don’t believe that a lack of standardisation is a blocking factor for the uptake of PPAs.” • UNIDEN - “Existing templates (Efet etc) work well as starting point for negotiations and for developing in-house templates.” • AICEP - “Lack of template PPA contracts is not one of the main barriers for markets participants to sign PPAs.” • Personal - “I don’t think ACER should focus on template PPAs (that is something the industry organizations could take care), but rather on regulatory issues enabling such PPAs” <p>It should be left up to market participants to design and refine templates for PPA contracts.</p> <ul style="list-style-type: none"> • EDP - “We believe that innovation in this topic should be industry-led, as market participants are best positions to understand the degree of freedom and agility that standard PPA require” • Confidential – “[...] templates are best created by market participants themselves, taking into account the needs and risk appetite of producers and offtakers” • RWE Supply & Trading GmbH - “Industry-driven templates, enriched with real-world best practices, ensure practicality and effectiveness.” • European Energy Exchange - “We believe that market participants are best suited to use their expertise, risk profiles, and operational knowledge to draft effective PPAs” • Energy Traders Europe – “we believe that templates and standards are best created by market participants, to reflect their needs and experience, rather than through a centralised and regulated process.” <p>To enable easier trade of PPA contracts, standardisation could be useful to some extent, but generally, it is preferred to leave it as a voluntary option for market participants.</p>
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<p>2</p>	<p>69 DLA Piper (EU and UK offices) 70 EEX 71 Elettricità Futura 72 UFE 73 smartEn 75 European Association for Storage of Energy (EASE) 78 Eurelectric 80 Energy Traders Europe 81 STX Group 83 IFIEC Europe 86 UNIDEN 90 AICEP 92 Pexapark AG 95 Pexapark 96 Blixt 101 Personal</p>	<ul style="list-style-type: none"> • HOLDING SLOVENSKE ELEKTRARNE d.o.o. - “Standardisation of PPA contracts brings significant benefits, such as streamlined negotiation processes, regulatory compliance, and efficient risk management. [...] However, we stress the need for standardised PPA contracts to be voluntary and still preserve the possibility of adjustments to meet the needs of the market participants.” • ABO Energy KGaA - “Having a European level contract could help with standardize the market. It is not necessarily required to aid in PPA market opportunities increasing, but it would make the process a lot faster and save in money and time of negotiations if there are more options available.” <p>However, other actions could be useful to support market participants (e.g. knowledge-sharing workshops, recommendation, guideline, etc.).</p>
<p>3</p>	<p>110 CNMC 112 OTE, a.s.</p>	<ul style="list-style-type: none"> • EDP - “ACER and regulators could play an important part in this by facilitating the sharing of information through the organization of workshops and by issuing guidelines based on best practices.” • Iberdrola Clienti Italia, S.R.L. - “ACER is well placed to launch other initiatives together with the industry and associations actively involved in the PPA market. We encourage ACER to follow this path instead of issuing a new template which will overlap with current and future initiatives led by the industry.” • Energy Pool - “We think that existing voluntary templates lack clear clauses, especially regarding aggregation and balancing responsibilities. We propose to address this issue in priority, by conceiving clear guidelines of the main expected clauses in a PPA contract.” • RWE Supply & Trading GmbH - “However, periodic workshops and/or webinars can help parties use existing templates effectively, improving MPs’ resource efficiency and enabling informed modifications.”

		<ul style="list-style-type: none"> • Virya Energy - “Providing more guidance on certain sensitive clauses such as hardship and force majeure” • Lineage - “[...] standardizing the language across the EU would definitely help speed up the signing process and make us more likely to enter into PPA agreements.” • EP Energia Italia srl - “[...] it would be useful to have standardized general terms and conditions (also regarding the tax treatment and cross borders energy flows).” • DLA Piper (EU and UK offices) - “An additional consideration for ACER may be the promotion of bilateral trading frameworks in European power markets more generally, including through encouraging alignment of GO account holding and retirement rights between AIB member countries. This would facilitate PPA negotiation and structuring between member states and would require coordination between governments, regulators and issuing bodies.” • Union Française de l’électricité - “UFE points out that existing voluntary templates lack clear clauses. UFE proposes to address this issue in priority, by conceiving clear guidelines of the main expected clauses in a PPA contract” • smartEn - “More than having a PPA template, there is a need for standardised clauses. Such standardised clauses should allow: <ul style="list-style-type: none"> ○ the participation of smaller market actors in contracting PPAs; ○ each party to indicate the role that demand-side flexibility will play in PPAs, with a recognition of its value in matching supply and demand of renewable energy in a time-dependent way (e.g. additional benefits to consumers engaged in PPAs, stronger Green Corporate Sourcing, cost-effective decarbonisation of the energy system). This should include the possibility for final consumers (e.g. industries or communities) to flexibly consume, supported by 24/7 GOs to ensure real-time matching of flexible consumption with renewable electricity generation. This can also be done via Flexibility Service providers (e.g. aggregators). A clear definition of the balancing role should be included.” • Energy Traders Europe - “As a way forward, we volunteer to organise workshops, masterclasses, and other knowledge-building efforts to enhance the utilisation of existing voluntary templates. We are also open to sharing with ACER our expertise in standardising contractual documents and keeping such standards up to date.”
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		<ul style="list-style-type: none"> • Personal – “I would say that one of the main barriers is the reporting obligations under EMIR and REMIT. Specially the lack of harmonization between both. I think one single reporting regulation for energy products should be much better.” <p>Overall, it is definitely more urgent focussing on tackling some other barriers (e.g. guarantees, stable regulatory environment, shorten administrative procedures, ensure timely grid connections, support the development of PPAs with different price formulas suiting different off-takes’ needs, support schemes are much more attractive compared to commercial PPAs, system integration’s issues, long-term transmission rights by TSOs to unlock the cross-border PPAs’ markets, etc.) and further unlocking the potential of some projects (e.g. hybrid PPAs), than developing additional voluntary template(s) for PPA contracts.</p> <ul style="list-style-type: none"> • Acciona Energia - “These barriers include permitting issues, risks related to access to financing, low demand in general and particularly for PPAs, and administrative barriers. We believe there are alternative ways to promote the development of PPAs beyond implementing a common template. These alternatives include financial guarantee support mechanisms, support for the development of renewable energies, allowing the change from public to private support schemes without penalties [...]” • Union Française de l’électricité - “[...] several more pressing barriers should also be addressed to develop renewable PPAs : improve buyers knowledge on PPAs, address credit & counterparty risks, address financing issues, accelerate permitting, ensure compliance with supplier obligations, etc.” • European Association for Storage of Energy (EASE) - “The primary barrier to PPA uptake is not the lack of standardisation but the high costs of guarantees.” <p>It is important to design support schemes (e.g. CfDs) and PPAs considering all the potential side effects (e.g. negative prices)</p>
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		<ul style="list-style-type: none"> • Hydro Energi AS – “A PPA is a good hedge for a renewable project, but if most of projects are covered by CfDs, which in reality is a PPA with authorities, the PPA market will be tight and prices driven upwards. How to design CFDs and other support schemes so they do not distort the PPA market must be considered.” • AICEP - “Public support schemes that are much more attractive for projects financing and development parties. In several Countries CfDs with public authorities are the main and preferred option for long term contracting of additional generation capacity” • CNMC - “A critical point when designing PPAs is the way it is going to be settle when market prices are below 0 €/MWh. It would be good to avoid RES production when market price is below 0 €/MWh”
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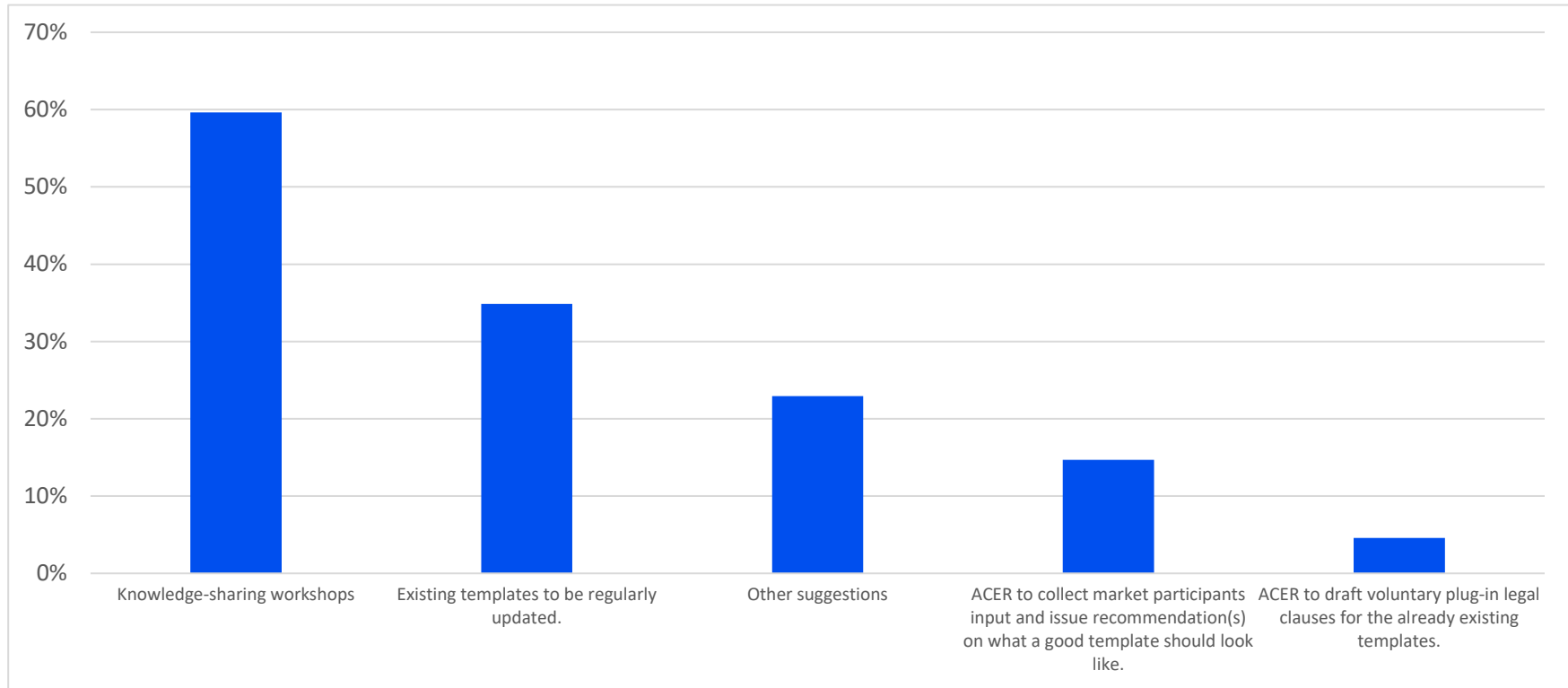
Cluster 5 “Other”		
Group	Respondent	Key highlights from responses and main messages from general comments
1	56 ERG	Guarantees of Origin is a relevant topic that needs to be considered in templates for PPA contracts.

2	79 Cefic	<ul style="list-style-type: none"> • I-TRACK Foundation - <i>“The International Tracking Standard Foundation (I-TRACK Foundation) is not a market player and does not represent market player’s views and will as such not comment on the need of an additional PPA template in Europe. However, if ACER would decide to create a template or PPA best-practice, the I-TRACK Foundation very strongly suggest including one paragraph on the ownership of energy attributes that will have to be transferred through the Guarantee of Origin (GO) in Europe. Purchasing renewable electricity in Europe is proven by the GO and failing to include the GO in a renewable PPA will lead to an immediate double perception of green attribute ownership (1. offtaker PPA; 2. entities claiming the same MWh through the GO or residual mix). It is important to realize that a PPA is nothing more than one of the several instruments available to end-users to purchase electricity from a specific energy source (e.g., green tariff supplier) or power plant, and all purchase options have one thing in common. They only become a valid procurement instrument if the GO is taken into account and the GO is canceled on behalf of the entity that makes the claim and is therefore identified as beneficiary.”</i>
3	<p>105 I-TRACK Foundation 111 Association of Issuing Bodies</p>	<ul style="list-style-type: none"> • Association of Issuing Bodies – <i>“ To prevent double counting of energy sources, all PPA should ensure unique claims. Where PPA include a reference to the energy source, they shall ensure that guarantees of origin (GOs) are cancelled accordingly. GOs should back all claims of supply/consumption of electricity and gas. PPA parties shall</i> <ul style="list-style-type: none"> ○ <i>Follow national requirements on GO cancellation and disclosure. Ensure that the GOs are cancelled by an eligible party under the national legislation. In countries where contract parties are not entitled to do so, we recommend to engage the entitled supplier in the PPA</i> ○ <i>Bundled GO: Specify in the PPA and in the claims based on it, whether it’s a "virtual" or "physical" PPA. The latter can be proven with bundled GOs, from the same production device as the contracted energy. The GO transactions must be included in the balancing group transactions</i> ○ <i>Cross-border PPA: To ensure consistency of overall disclosure statistics:</i> <ul style="list-style-type: none"> ▪ <i>PPA should be accompanied with GOs from the originating country and</i>

		<ul style="list-style-type: none">▪ <i>The GOs should be cancelled in the country of destination</i> <p><i>This is AIB's expert opinion from managing GO systems, not necessarily representing all members' views, as some may not have decision-making authority on this topic"</i></p>
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* The quotations included in the tables above have been directly extracted from the comments received by stakeholders.

Figure A.3 – Other welcomed actions Module C



The plot describes the other actions that stakeholders would welcome, as % of total responses. Please note that stakeholders were given the possibility to indicate more than one preference.