ACER

European Union Agency for the Cooperation of Energy Regulators

ACER Frequently Asked Questions (FAQs) on REMIT Transaction Reporting

14th Edition

16 November 2022

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The 14th edition of the FAQs on REMIT transaction reporting provides new FAQs on reporting trades concluded bilaterally or on a broker platform, subsequently cleared on exchange under Q 1.1.35; trade at settlement orders and transactions under Q 1.1.36; and transactions concluded via Direct Market Access (DMA) under Q 2.3.9 (replacing the existing FAQ 2.3.9).

In addition, Q.2.1.18 on reporting Contract ID and Contract name of transactions within the Single Intraday Coupling (SIDC); Qs 2.1.51, 2.1.52, 2.1.53 and 2.2.13 on using the Extra field in the REMITTable 1 v3 schema and Q 4.2.10 on reporting of procedures on the allocation of gas capacity have been updated.

I. Introduction

This Frequently Asked Questions document (hereafter referred to as 'FAQ document') contains questions received in relation to the Agency's Transaction Reporting User Manual (TRUM) pursuant to Article 5(2) of Commission Implementing Regulation (EU) No 1348/2014 (hereafter referred to as REMIT Implementing Regulation). The TRUM explains the details of the reportable information in relation to standard and non-standard contracts for the supply and transportation of electricity and gas for the transaction reporting regime under Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency (REMIT).

The FAQ document is directed to the public but in no way provides a legal interpretation of REMIT and it does not by any means substitute the TRUM[1].

The questions have been submitted by various stakeholders to the Agency's functional mailboxes.

The answers included in this FAQs document have been drafted by the Agency and have been previously discussed with stakeholders in roundtable meetings and webinars organised by the Agency. The Agency will update this FAQ document on a regular basis.

The Agency strongly recommends stakeholders wishing to address questions linked to transaction data reporting to use only one channel, namely the REMIT Query Form available on the ACER website.

The Agency also publishes Guidance to assist National Regulatory Authorities (NRAs) in carrying out their tasks under REMIT in a coordinated and consistent way. The Guidance is updated from time to time to reflect changing market conditions and the experience gained by the Agency and NRAs in the implementation and application of REMIT, including through the feedback of market participants and other stakeholders.

Market participants have to bear in mind that they have to comply with the obligations and the prohibitions established in REMIT. The Agency recommends that in complying with REMIT, market participants should make their own research and set up a compliance system.

All REMIT related documents are published on the ACER website:

REMIT Documents | www.acer.europa.eu

Disclaimer:

The questions contained in this FAQ document are genuine stakeholder questions raised with the Agency. The review of the questions carried out by the Agency has been strictly focused on their anonymization with the aim of eliminating references made to company names, products or any other items that could be clearly linking to the sender of the question. The Agency does not bear any responsibility concerning the grammar, spelling and notion of the questions included in this document.

[1] Pursuant to Article 5(2) of Commission Implementing Regulation (EU) No 1348/2014, the Agency shall explain the details of the reportable information in relation to standard and non-standard contracts for the supply and transportation of electricity and gas in a user manual and after consulting reporting parties make this user manual available to the public upon the entry into force of the Implementing Acts. On this basis, the Agency has prepared the Transaction Reporting User Manual (TRUM). The TRUM focuses primarily on providing guidance on how to report Wholesale Energy Products.

II. Frequently Asked Questions (FAQs) on transaction reporting on supply and derivative contracts

The Section contains frequently asked questions and answers related to the reporting obligations on transactions concerning supply and derivative contracts listed in Article 3(1)(a) of REMIT Implementing Regulation.

II.1. TRUM

The focus of this Section is on the content of the Transaction Reporting User Manual (TRUM) and addresses the questions raised by stakeholders on the details of the reportable information of standard and non-standard contracts.

II.1.1 General questions

The following questions address topics of general interest to the stakeholders.

Question 1.1.1

Reference to documents: Section 3.4.2 of the REMIT TRUM on Page 31

"Details of standard contracts, including orders to trade, shall be reported no later than on the working day following the conclusion of the contract or the placement of the order. Any modification or the termination of the concluded contract or the order placed shall be reported no later than the working day following the modification or termination".

OMPs, Market Participants and RRMs need further clarification regarding the definition of a "Working Day" for management of their internal systems.

Further clarification is also needed for ACER in relation to their expectations of, "the next working day"

OMPs such as XXX Futures EU and XXX Spot (collectively "the Exchanges") operate in multi-time-zone markets and their established support systems and processes are configured accordingly. The Exchanges use trading days with each trading day corresponding to an underlying processing day. The Exchanges appreciate that a trading day may not have the same definition as a "Working Day".

The Exchanges request that ACER confirms that it is happy to accept that the below as being in conformance with the definition of a "Working Day".

XXX has identified the following "processing window" times;

	Data for prior day loaded through UTC Time	Window of data reported to REMIT for a processing day
Daylight Time (Summer)	22:45:00	22:45:00.000 – 22:44:59.999
Standard Time (Summer)	23:45:00	23:45:00.000 – 23:44:59.999

These times correspond with the XXX's internal systems. XXX believes that these processing day times should be compatible with ACER's definition of a "working day".

Furthermore, taking into consideration that REMIT reportable data should be reported on the next working day, please could ACER clarify whether it is happy to receive REMIT data on the following basis.

Trading Day	Reported to ACER
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday
Saturday	Monday
Sunday	Monday

These times take into account the various necessary maintenance windows for the Exchanges markets.

Answer

Working days should be understood as business days rather than the exchange trading days. This implies that bank holidays are not working days.

For further reference related to distinguishing working days and public holidays from a REMIT reporting perspective, please consult Question III.3.27 in the Q&A document available on the REMIT Portal.

Question 1.1.2

The term "Broker" is mentioned when defining Organised Market Places; that is, a Broker is considered an Organised Market Place. Elsewhere in TRUM there is the term "Executing Broker". We consider our company an Executing Broker, as we execute client orders. Do these two terms, "Broker" and "Executing Broker" somehow overlap? Is an Executing Broker considered an Organised Market Place?

We would be grateful if ACER could clarify what is meant by "a Person Professionally Arranging Transactions", so we might decide if we are a PPAT or not. This is relevant for us, as to our understanding the Organised Market Place obligations apply to PPAT's, so if we are a PPAT we would have to have market surveillance etc.

Answer

The Agency considers a broker a person or a firm that arranges transactions between a buyer and a seller for a commission when the deal is executed. This is not necessarily an Organised Market Place (OMP). Please see Article 2(4) of REMIT Implementing Regulation for the OMP definition. Broker platforms are mentioned as examples for OMPs, but this does not mean all brokers automatically have to be considered as OMPs. This will only be the case if they fulfil the OMP criteria stipulated in Article 2(4) of REMIT Implementing Regulation.

An executing broker is a firm that executes deals on behalf of its clients on an OMP. An executing broker places an order and executes it without bringing together buying and selling side. The executing broker would not be an OMP.

An example of a broker who is not an executive broker would be a person facilitating deals between a buying and a selling side and then passes the names to both so that they can confirm a bilateral trade without the engagement of the broker.

However, in some circumstances, a brokerage firm (when considered a REMIT OMP) may offer the service of executing broker to their clients. The firm is providing two different services: one as OMP and one as executing broker. For the executing broker business the firm will be considered a REMIT market participant (please see Annex III to the TRUM available on the REMIT portal). This firm should register its executing broker business (and only that) as market participant with the relevant National Regulatory Authority.

With regard to Person Professionally Arranging Transactions definition, please see the relevant question in the Q&A on REMIT policy matters document available on the REMIT Documents section.

Question 1.1.3

We have a query regarding the reporting of give up trades.

The question is whether we need to report the original executing counterpart for these trades. We ask as these trades are given up almost instantly so we do not always record the original counterpart (as they are not our counterpart for risk management purposes etc.)

Answer

The Agency understands that the question above refers to members of the exchanges that give up their trades. In this case the Agency believes that members of the exchanges that give up their trades are REMIT market participants and they should report their trades. They can do it in two ways:

- reporting two trade reports: one transaction executed on the exchange and one transaction as a back-to-back trade with their client; or
- reporting one trade report: one trade report which includes their client information in the Beneficiary ID Data Field (8) if the client is a REMIT market participant.

Question 1.1.4

Article 11(2) of the REMIT Implementing Regulation

We would like to kindly ask you for a clarification regarding reporting of transactions made at an organised market place in case the transaction order is placed through a broker (which in Poland is a legal requirement for transaction done at the power and gas exchange in case the trading party is not an exchange member itself).

In case a market participant places an order on a power and gas exchange through a broker, than the broker is the counterparty to the transaction made at the exchange.

In such a situation

a. is the broker a “market participant” as defined in Article 2(7) of REMIT and should the broker register itself as a market participant with the national regulatory authority?

b. who is the market participant responsible for reporting the transaction to ACER? Is it the market participant who placed the order through the broker or is it the broker?

Answer

With regard to the above question, if:

1) a market participant places an order on an electricity and/or gas exchange through a broker (usually an executing broker); and
2) the broker is the counterparty to the transaction made at the exchange

the executing broker is a REMIT market participant and has reporting obligations for all its trades and orders to trade placed on the exchange, including those that the broker gives up. Please see also Annex III to the TRUM.

Question 1.1.5

Our Exchange, approximately every 6 months, runs regulated auctions for acquiring gas.

Auctions are created and organised through the passing of a resolution of a public administrative authority. These auctions are not freely produced at any time, they only happen periodically subject to the terms and conditions set by the mentioned Resolution.

Several vendors, previously qualified according to Rules approved by a public administrative authority, freely submit bids. There are two types of auctions:

- In the first type, run one each year, cushion gas is bought for its use in the new gas storage sites to be put into operation during the following year. The amount to be bought is known in advance and the participants present complex bids of the gas to be sold with different delivery options (Virtual Point, interconnection, GNL, GNL in ships …). At the moment, there is only one buyer.
- In the second type, run every 6 months, gas is sold to last resort retailers. The amount is also known in advance, but in this case, the auction is run as descending clock auction with several rounds. Once the results are known the acquired gas is distributed in previously established percentages between the different last resort retailers.

The buyers do NOT submit any bid during the auction and they are previously nominated (e.g. Last resort retailers appointed by the Ministry of Industry, Energy and Tourism). This predetermined set of buyers are known before the auction starts and they are obliged to buy the result of the auctions without any chance to refuse it.

The result of the auction will produce bilateral contracts with physical settlement between each of the successful bidding vendors and each of the buyer but just only one party (the sellers) have been able to determine the price of the contracts, having the other party (the buyer) the obligation to accept it according the results of the auction.

In any case, XXX Exchange does not participate in the settlement, payment, collaterals or management of these contracts.

As there is not a many-to-many trading possibility (because only the sellers submit bids), these auctions do not comply with the definition of organised market place (Article 2(4) of the REMIT Implementing Regulation). So, XXX Exchange does not have to report orders and trades and is not obliged to offer these services to the participants. Participants have to report on their own, but just only the final bilateral contracts that were created at the end of the auction.

Answer

According to TRUM, if the Auction is not a multilateral system or any other system or facility in which multiple third-party buying and selling interests in wholesale energy products are able to interact in a way that results in a contract and therefore not an Organised Market Place (which has to be assessed by the person who runs the Auction), then the orders should not be reported. However, any trade concluded in such a platform has to be reported as any other bilateral contract.

Question 1.1.6

Quarterly multi-round ascending clock auction sponsored by the Country A NRA and organized by XXX Exchange. This auction brings together one instrument seller against multiple buyers. Although this trading system (one-to-many) does not seem to fit the Agency's understanding of an organised market place, the guidance from the NRA is that the results of these auctions should be reported anyway, presumably because the subject of the auction are standard contracts also admitted to continuous trading in XXX Exchange.

These contracts are futures and should be reported as per article (3)(1)(a)(viii) of REMIT Implementing Regulation, using Table 1. The structure of this table supports the reporting of a list of contracts, transactions and orders, but does not natively support some properties of these auctions (initial/closing price per round, demand/supply surplus per round, exit prices defined by agents, etc.).

How should these types of auctions be reported in REMIT?

The reporting model for standard contracts should accept the characteristics of clock auctions. In particular, we refer:

- The possibility of several rounds;
- The definition of a round opening price and a round closing price for each round;
- The definition of intermediate price points defined by bidders, between the round opening price and the round closing price.

Answer

According to TRUM, if the Auction is not an Organised Market Place (which has to be assessed by the person who runs the Auction), then the orders should not be reported. However, any trade concluded in such a platform has to be reported as any other bilateral contract.

Question 1.1.7 [DELETED - merged with the updated FAQ 2.3.9]

Question 1.1.8

Are Virtual Gas Storage contracts reportable under REMIT?

Answer

Insofar as virtual gas storage contracts are not contracts for the supply (or transportation) of natural gas, they are not reportable under REMIT.
However, contracts for the supply of natural gas within storage and LNG facilities are reportable contracts. For instance, when market participant A sells gas to market participant B within a storage or LNG facility, transferring the ownership of the gas, this is a reportable contract.

Question 1.1.9

We provide services for Gas Swings contracts and Gas Virtual Storage contracts: our so-called Structured products. All those products are usually bespoke, and don't follow any standards.

We are wondering if those products enter the scope of reporting, as there is no clear explanation in the MoP, and there is XML format explanation for those in ANNEX 3, for :

1. Standard contract (we will report those on a daily basis)
2. Non standard
3. Electricity transportation (we do not provide this service)
4. Gas transportation (we do not provide this service)

So we wonder if they jump into the non-standard page, and will have to be reported once a month.

Answer

Gas storage and gas virtual storage contracts are not reportable under REMIT.
With regard to gas swing contracts, a list of examples on what and how to report is available in Annex II of the Transaction Reporting User Manual (TRUM).

Question 1.1.10

The list of standard contracts contains natural gas contracts named "Monthly Profile", provided by AAA Brokers. In addition, XXX Brokers state that they are a PPAT, not an OMP and therefore their provided contracts might not necessarily be added to the list of standard contracts. For these reasons we are not sure whether bilaterally concluded fixed shape volume contracts are to be considered as standard or non-standard contracts?

Example: Bilaterally (Non-OMP) concluded natural gas fixed shape volume contract for multiple, non-consecutive months with individual capacities (MWh/h).

Answer

If XXX Brokers are only PPATs and not an Organised Market Place, then bilaterally concluded fixed shape volume contracts should be considered non-standard contracts.
Please see the TRUM and Annex II to the TRUM for clarification on the differences between standard contracts and non-standard contracts.

Question 1.1.11

Reference to Article 3 (1) of REMIT Implementing Regulation.

As for the framework agreements such as EFET General Agreement Concerning the Delivery and Acceptance of Electricity, could you please explain if they also should be reported even if an Individual Contract (in the meaning of the EFET General Agreement) wasn't concluded?

Example: The Parties concluded the EFET General Agreement but they didn't conclude any Individual Contract (in the meaning of the EFET General Agreement). First Individual Contract was concluded three months after conclusion of the EFET General Agreement.

Answer

Our understanding is that such master agreement only sets out the rules for trading activities of the two counterparties of a contract, but does not set any obligation to the two parties.

In our opinion, the conclusion of such a general agreement of the Delivery and Acceptance of Electricity, i.e. the agreement sets out the general terms for trading, but does not specify the price setting of volume optionality, e.g. the amount of electricity, time and place of delivery and price, is not a reportable contract.

Furthermore, only the Individual contracts concluded under the terms of a General Agreement Concerning the Delivery and Acceptance of Electricity shall be reported to the Agency.

Question 1.1.12

How can we distinguish a contract with optionality embedded in it and reportable lifecycle events from an option that does not have life cycle events?

Answer

In our view, there are at least three different type of contracts with optionality.

1. Options with given strike price(s) and traded at organised market places
2. Options with given strike price(s) and traded bilaterally
3. Option with complex price structure

In cases (1) and (2) above, there is no lifecycle event reporting requirement for the exercise of the option itself. However, if a new contract for the supply of gas or electricity is signed, then a trade report for that contract must be reported separately. The exercise of the option is not a reportable event, the new contract, the one that was created as a result of the option exercise, is a reportable trade.

However, the Agency recommends market participants to consider linking the transaction resulted from the option exercise to the option itself through the Data Field (32) Linked transaction ID to avoid possible false positive signals to the market monitoring activity of the Agency and/or the National Regulatory Authorities. E.g. if a call option with a strike price of EUR 50 it is exercised, then market participants will report a separate trade for the price of EUR 50. However, if the market price of that forward on the day of the option is exercised, or the new contract is created, is EUR 60 this may

cause a false positive signal to the market monitoring activity of the Agency and/or the National Regulatory Authorities.

Question 1.1.13

Our company is an electricity and natural gas market participant and has to fulfil the requirements of REMIT. In this context, we would be grateful if you could clarify provisions of TRUM concerning the definition of standard and non-standard contracts, especially of standard contracts concluded OTC. Also, relating to the standard and non-standard contracts a few questions are unsolved how to interpret particular data fields, please see below:

Non-standard contracts

Data field		Question
7	Beneficiary ID	Same as Data Field (8) standard contracts: *"For example, if party B is trading on behalf of party C, then party C is the beneficiary and party B is acting on behalf of C. However, by entering into a transaction on wholesale energy products, party B is a market participant unless it is only an agent in which case it would not appear in the report. In this case, the ID of C should be reported in Data Field (1) and this field shall be left blank."* This example is not clear. Does this case refer to a Broker trading activity? (TRUM, page 37)
9	Trading capacity of the market participant or counterparty in Data Field (1)	Same as Data Field (10) standard contracts: In case we are acting on our own account and on behalf of a client does the term *principal* apply? (TRUM, page 39)
44	Load type	Same as Data Field (52) standard contracts: What would be the right term for Intraday trades, OT=Other and for day ahead power, BH=Hour/Block Hours? (TRUM, page 69)

Answer

The Agency believes that the definition of standard and non-standard contracts provided in the TRUM is sufficiently clear. Please refer to point 3.2.5 and other areas of the TRUM as well as ANNEX II to the TRUM. A standard contract concluded over the counter (OTC) in the REMIT context means any transaction completed outside of an Organised Market Place (OMP).

The description of data fields such as Beneficiary ID (8) and Trading capacity (9) are documented in the TRUM.

With regard to intraday trades, most likely they have a defined price and quantity and they should be reported with Table 1 and examples in Section 1 of Annex II to the TRUM should be used as a reference. At the present, we are not aware of intraday trades to be reported with Table 2.

Depending on the characteristics of the delivery load, BH=Hour/Block Hours or SH=Shaped should be used.

Question 1.1.14

In what format and timeframe should bilaterally traded profiled gas contracts be reported?

The Profiled gas contract is the same gas consumption every hour of the day within one month, however, months can differ. Example: Company X sells 47,251 MWh GLP H @ €24.03 to counterparty 'XYZ'. The gas consumption profile can be shaped over the year so gas is only delivered on selected months. Invoicing occurs each month after delivery.

Answer

Profiled gas contracts with a defined price and quantity should be reported with Table 1. The reporting timeline depends on where the trade takes place. If the trade is executed through an Organised Market Place (Broker platform/ or Voice brokered), the trade is considered a standard contract and should be reported on a T+1 working day basis.

If the trade is executed bilaterally off-market, then the trade is considered a non-standard contract and should be reported on a T+1 month basis, still with Table 1.

If the gas consumption profile can be shaped over the year so that gas is only delivered on selected months after the conclusion of the contract (there is no defined quantity in the contract but a possible range or optionality), then the contract itself has to be reported with Table 2 on a T+1 month basis and the monthly executions will have to be reported not later than 30 days after the discovery of price and quantity with Table 1. Please see Annex II of the Transaction Reporting User Manual (TRUM) for additional details.

Question 1.1.15

Reporting complete transaction, in this scenario:

- 2 counterparties agree a bilateral trade, type standard contract, with hourly quantities for a delivery day several days ahead;
- The agreed price is the X market place prices for this delivery day; prices issued by the X market place, only the day before the delivery day.

According to the ACER document “REMIT - Transaction Reporting User Manual”, §3.2.6, both counterparties report the trade only the day before the delivery day, once the prices are known (transaction complete). Is that correct?

Answer

If two counterparties agree a bilateral trade, type standard contract (we understand in this case the contract is listed in the Agency's List of Standard Contracts), with hourly quantities for a delivery day several days ahead and they agree on an "X market place price" for this delivery day, when the price issued by the X market place is published the day before the delivery day, they should report the contract with the index which fixes the price (e.g. X market place prices) on a T+1 working day basis.

For the sake of completeness, in case the above mentioned contract is not of the type of a standard contract, but a non-standard contract, the following scenarios can apply:

1. If the contract is a non-standard contract, this has to be reported on a T+1 month basis and therefore by the time of the reporting the price and the quantity are known and the contract can be reported as a non-standard contract (BILCONTRACT) with Table 1 on a T+1 month basis.

2. If the market participants report the non-standard contract before the delivery and the publication of the price, the contracts can be reported in two phases: the non-standard contract with Table 2 indicating the index which fixes the price (e.g. X market place prices) and an execution in Table 1 under that non-standard contract, both on a T+1 month basis.

Question 1.1.16

When reporting Delivery point or zone in Data Field (48) of Table 1 and/or Data Field (41) of Table 2, which code should be reported?

Answer

According to the TRUM Data Field No (48) of Table 1 and Data Field (41) of Table 2 identify the commodity delivery point or zone. This field reports the EIC Y code (or an alternative code to be agreed with the Agency if the EIC is not available) to identify the delivery and/or balancing point for the contract. In a country there are more than one balancing area, market participants should report the EIC Y code for the balancing area for which they have balancing agreements with the TSO. This is the area where the market participant delivers the energy commodity trough nominations/scheduling.

Where the contract stipulates that the gas is delivered at the interconnection point, then the EIC-Z Code for that interconnector may be used.

Where contract for the supply of gas may be delivered at an LNG or a gas storage facility, then the EIC W code for that facility should be reported.

Question 1.1.17

Can you please clarify if the EMIR approach to Novations will be applied?

Scenario 1: Trade being fully novated

Will we be required to send a 'cancel/exit' for the trade (old UTI) against pre novation party and a 'new' submission for the trade (New UTI) against the new party? i.e. same UTI cannot be used post novation

Scenario 2: Trade to be split by Novation

Will we be required to send a 'modify' (old UTI) for the trade remaining with the original party and a 'new' for the trade (New UTI) with new party?

Answer

In order to report a novation, an early termination with the old UTI and a new trade with a new UTI should be reported. Both market participants, MP1 and MP2 have to submit an early termination

report with Action Type "C" to cancel the old trade and e.g. MP1 and MP3 a new submission with Action Type "N" for the new trade between MP1 and MP3 with a new UTI.

Question 1.1.18

All standard contracts have to be reported on a T+1 basis independent of the market they were traded on (OMP or OTC). Since there is no implementation period transactions have to be reported instantly in case a non-standard contract becomes part of that list on a T+1 basis (instead of a T+30 basis). It is not possible for market participants to change the infrastructure for reporting in one day to become compliant.

Answer

When a contract previously reported as non-standard contract is admitted to trade at an organised market place, we do understand that market participants may need some time before they are able to report their transactions on a T+1 day basis rather than on a T+1 month basis.

In this case market participants should make their best efforts to minimise the time they need to start reporting the contract on a T+1 day basis.

Question 1.1.19

Party A and Party B concluded deal via trading platform. Deal was reported and accepted by ACER in due time. During the contract's life cycle, due to force major event and/or some mistake one of the parties fails to deliver/accept the energy.

a) does MP have obligation to report such changes,
b) does MP have obligation to report the financial part, paid or received, as compensation for non-delivered energy, if any.

If yes, please advise which example could be applied.

Answer

A force major event should not be considered a lifecycle event per se. However, if the terms of the contract are amended, or the contract is cancelled, then a lifecycle event should be reported.

If an MP fails to deliver or accept the contracted energy, the resulting financial part of the contract, paid or received, as compensation for non-delivered energy is not a reportable transaction.

Question 1.1.20

Could ACER provide us with additional guidance on the distinction between standard contracts traded outside the organised market places and bilateral contracts that are non-standard contracts? It would be useful to have clear guidance on the reporting time line, e.g. T+1 day or T+1 month.

Answer

The Agency has already provided guidance in the TRUM on the definition of standard contract admitted to trade on organised market places. However, the Agency understands that there might be some circumstances where market participants may not have full visibility to the specifications of the standard contracts traded on organised market places.

Therefore, whenever two market participants enter into a bilateral contract agreed outside an organised market place and they do not have the certainty that their contract is the same as the one

traded on organised market places, it can be assumed that the bilaterally agreed contract normally entails elements of customisation.

These elements of customisation distinct the bilateral contract from contracts concerning a wholesale energy product admitted to trading at an organised market place. They may therefore report such a contract on a T+1 month basis and, where the contract has a defined price and quantity, with Table 1 of the Annex to the REMIT Implementing Regulation.

Question 1.1.21

We have one question regarding the following contract situation:

There is one contract between company A and a group of contract partner/owner (owner B, owner C and owner D – one production unit with an aggregation of generation units). Company A sells monthly electricity for the production unit (contract partner) having monthly one price and one amount on the invoice. The ACER Code of which owner (owner B, owner C and owner D???) do we have to report, since the REMIT IT of RRM Services allows only to fill in one Acer Code. Do all owner have to register? The production unit (aggregation of generation units) has > 10 MW.

Answer

Based on the information provided above, the reporting party has to allocate the delivered volume to the respective contracts (counterparties) and report as many transactions as the number of counterparties.

Question 1.1.22

In response to the TSO Y request, exchange X is planning to launch 14 Demand Side Response (DSR) markets for balancing purposes during emergency situations, in Q4 2016.

Background

The TSO is responsible for the stability of the gas grid. The TSO has requested us to introduce 14 DSR markets, as extra instruments used for balancing the system in emergency situations.

The normal status of a DSR market is 'pre-open'. Market participants can submit orders (to refrain from off-taking already contracted gas, no bids) for the event of an emergency (only when the system is short) from up to 7 days in advance to intraday orders. These orders are not visible to other market participants or TSO and expire automatically at the end of each day.

It is only when the TSO requests that the DSR markets be open that the orders become visual to the whole market and the TSO; however it is only the TSO that can lift on these orders. For avoidance of doubt, other market participants cannot lift on those orders.

It must be emphasized that there is a number of specific conditions that need to be met before the TSO can request the DSR markets be opened and the expectation is that the markets will be opened very rarely.

Question

Are orders and trades in the DSR markets considered reportable under REMIT? Or, are these orders and trades exempt from REMIT reporting obligations due to their unique nature of being only for balancing purposes in emergency situations?

It is our understanding that these transactions, including orders to trade, executed on the DSR markets are not reportable under REMIT because they are executed outside of an organised market place, solely for the system balancing purposes.

Firstly, even though exchange X is the platform provider, the DSR markets are purely balancing mechanisms requested by the TSO with the sole purpose of bringing the gas system to equilibrium as per the BAL NC.

Secondly, because the trades can only be executed unilaterally by the TSO at its sole discretion, the DSR markets do not fall under the definition of an organised market place in the Regulation 1348/2014 which requires that multilateral third-party buying and selling takes place.

In addition, since only the TSO can trade with Market Participants there is no possibility of market abuse.

Answer

It is our view that, the TRUM already addresses this question. Specifically, in the TRUM the Agency provides the definition of organised market place, stating that multilateral systems that facilitate procuring or selling energy on behalf of one market participants only, e.g. TSOs only for balancing purposes, should not be considered organised market places if those systems act solely on behalf of the TSOs.

In addition, as already stated in Question 1.1.5 of the FAQs on transaction reporting, if the platform is not a multilateral system in which multiple third-party buying and selling interests in wholesale energy products are able to interact in a way that results in a contract and therefore not an Organised Market Place has to be assessed by the person who runs the system.

Question 1.1.23

Related documents: FAQs, Q 1.1.17: Two companies are subject to REMIT transaction reporting and both registered parties with ACER. Both companies are currently reporting their trades under their separate ACER Code.

On July 1 these companies will merge to one company and will use one ACER Code in the future.

We will therefore rename the new joint company and use the ACER code of one of the previous companies and delete the code of the other.

Do we need to cancel trades already reported as one of the former companies and resend them as new submissions under the merged company and new name with new UTI?

We would like to get guidance on how to proceed for our REMIT reporting!

Example: Company number 1 as a MP is currently reporting trades under REMIT under its own ACER code. On July 1 Company number 1 will be novated and become a new company which will have the ACER Code of Company number 2. What are the implications for trades reported under Company number 1?

Our current interpretation is to cancel all trades reported under Company number 1 and resend them under the name of the new joint company.

Is this correct and will the counterparty be obliged to do the same?

Answer

As presented in Question 1.1.17 of the FAQs on REMIT transaction reporting, in order to report a novation, an early termination with the old UTI and a new trade with a new UTI should be reported. Both Companies number 1 and 2 will have to submit an early termination report with Action Type "C" for Cancel the old trade and a new submission with Action Type "N" for the new trades of the Company number 1.

Question 1.1.24

Related documents: TRUM 3.2.5 (Page 17); TRUM Annex 2: Example 7.01 and 7.02; FAQ 4th Edition March 2016 (Q1.1.11; Q3.1.11; Q3.1.13).

Can you please clarify the reporting route for the following scenario relating to bilateral gas transactions ina EU country:

Party A and Party B enter into a framework agreement for executing bilateral gas swaps between the country entry (beach) and exit (NBP) points. The purpose of the agreement is to agree on how to share the financial savings (benefit) received by Party A paying only the short haul gas tariff rather than Party B paying gas entry commodity charges and Party A paying exit commodity charges. The framework states that the mechanism for achieving this benefit will be by executing individual back to back bilateral transactions under the general master agreements for beach and NBP transactions respectively each time the traders agree to transact.

The framework agreement doesn't set a price or volume and doesn't place any obligations on either party to enter into any transactions. Whenever the traders agree to trade under the framework agreement, Trader A and Trader B will agree the period, price and volume for each transaction at the time of entering into the individual back to back transactions with the final prices agreed on any day for the beach and NBP transactions being inclusive of the share of any benefits from the short haul tariff savings as set out in the framework agreement.

Example: In practical terms, each time the traders agree to transact under the framework agreement, Party A will agree a price with Party B to buy a set volume of gas over a set period (day) at the beach under a general master agreement and at the same time agree the price to sell the same volume of gas over the same period (day) to party B at the NBP under a separate master agreement. Both transactions will be executed as bilateral transactions (outside of an OMP) but are the same as contracts admitted to an OMP and therefore classified as standard contracts in accordance with TRUM section 3.2.5.

Our interpretation is that as the framework agreement setting out the mechanism for agreeing the gas swap is a general agreement that doesn't define a volume or price, it will not be reportable under REMIT. However, each time the traders agree to enter into back to back transactions in relation to the framework agreement, both transactions should be reported as separate standard contracts carried out under their respective master agreement and reported using Table 1 on Day +1. This is our preferred approach and we are seeking ACER's views on this approach.

However, we can also see similarities to the example 7.01 and 7.02 in the TRUM where the framework would be reported as Table 2 (D+30) and the individual executions rolled up and reported monthly as Table 1s (D+30).

Answer

As the price and quantity are set prior to the delivery, the back to back transactions shall be reported via Table 1. The framework contract is not reportable.

Question 1.1.25

Please give us your clarification on the following issue.

Notwithstanding the below ACER's explanation published in updated FAQ:

QUESTION 1.1.11

Reference to Article 3 (1) of REMIT Implementing Regulation. As for the framework agreements such as EFET General Agreement Concerning the Delivery and Acceptance of Electricity, could you please explain if they also should be reported even if an Individual Contract (in the meaning of the EFET General Agreement) wasn't concluded? Example: The Parties concluded the EFET General Agreement but they didn't conclude any Individual Contract (in the meaning of the EFET General Agreement). First Individual Contract was concluded three months after conclusion of the EFET General Agreement.

Our understanding is that such master agreement only sets out the rules for trading activities of the two counterparties of a contract, but does not set any obligation to the two parties. In our opinion, the conclusion of such a general agreement of the Delivery and Acceptance of Electricity, i.e. the agreement sets out the general terms for trading, but does not specify the price setting of volume optionality, e.g. the amount of electricity, time and place of delivery and price, is not a reportable contract. Furthermore, only the Individual contracts concluded under the terms of a General Agreement Concerning the Delivery and Acceptance of Electricity shall be reported to the Agency.

Could you please inform us if there is a need to report (backload) the EFET General Agreement in which counterparties agree on maximum yearly gas volume that can be delivered under this contract (not an obligation to any of the parties). Does the following wording make the framework contract non-standard, that have to be reported according to the REMIT:

"§ 4 Primary Obligations For Delivery and Acceptance of and Payment For Natural Gas

At the end of §4.1(a) insert: "The amount of Contract Quantities for relevant Total Supply Periods agreed under all Individual Contracts entered hereunder shall not exceed _____ (_____) MWh per year."

According to Ukrainian legislation, the approximate maximum gas volume is a fundamental condition of the contract, due to the Clause 1 of the Regulation on the form of the international agreements (contracts), N201 dd 06.09.2001: "The conditions that need to be defined in the international agreement (contract), if the Parties of such agreement (contract) do not agree on the different defining of the contract conditions and such arrangement does not release the contract of subject, object, purpose and other fundamental conditions, without confirming of which between the parties such contract can be considered as non-executed, or invalid due to the disregard of the provision on the contract form applying under the applicable Ukrainian law, are the follows:….4. The quantity and quality of goods"

Also for your information, such approximate maximum volume in all already executed EFET General Agreements is variable and is agreed based on the ability of the counterparty to supply. In addition, I would like to emphasize on the fact that this indication of the volume in the Election Sheet is not an obligation to the Seller to deliver and to the Buyer to off-take. This is just an approximate maximum limit, which was approved by Ministry of Economic Development and Trade.

We have several EFET GA executed before the April, 7th, which are all outstanding and in which the approximate maximum gas volume was specified. Thus, we would highly appreciate if you could give us your official opinion on this issue as soon as possible, so we would be ready to backload them in case of need till the July, 6th.

Answer

In the light of Question 1.1.11 we do not consider EFET General Agreement with defined maximum amount of delivery of gas per year reportable. The inclusion of the maximum volume in the contract is specific to the national law and does not make the EFET General Agreement a non-standard contract.

Question 1.1.26

Related documents: FAQ: Question: 1.1.17

Can you please clarify if the EMIR approach to Novations will be applied?

Scenario 1: Trade being fully novated

Will we be required to send a 'cancel/exit' for the trade (old UTI) against pre novation party and a 'new' submission for the trade (New UTI) against the new party? i.e. same UTI cannot be used post novation

Scenario 2: Trade to be split by Novation

Will we be required to send a 'modify' (old UTI) for the trade remaining with the original party and a 'new' for the trade (New UTI) with new party?

In order to report a novation, an early termination with the old UTI and a new trade with a new UTI should be reported. Both market participants, MP1 and MP2 have to submit an early termination report with Action Type "C" for Cancel the old trade and e.g. MP1 and MP3 a new submission with Action Type "N" for the new trade between MP1 and MP3 with a new UTI.

Novation of trades: MP 1 will rename itself and become MP 3 with all codes (ACER, LEI etc) from MP 1. Do we need to modify any trades or do we just need to change the data in CEREMP?

MP 2 will merge with MP 3 to one legal entity MP 3 which comprises the assets of former MP 2 and MP 3: do we need to early terminate trades for MP 2 and submit new trade reports for MP 3? Can we resubmit the complete trades under the merged company (MP 3) or do we actually need to split trades in delivered and undelivered segments? Are any differences between Table 1 and Table 2 to be taken into account?

Example: MP 2 has a deal with MP X (external party) for cal 2016. A merger between MP 2 and MP 3 takes place on August 1. Are the deals already reported and settled to be early terminated and submitted as new under MP 3? Does MP X to do the same? Has MP X to be informed/asked to do the same?

Since we had already submitted a question to ACER previously and received no feedback as to now we would ask you to reply by June 3 in order for us to do necessary preparations.

If we do not receive a response from ACER we will proceed with our best effort: we will send early terminations for open trades for MP 2 and submit new reports for MP 3 without splitting the trades.

Answer

All the open trades have to be novated with the name of the new legal entity to notify the change of the counterparty to the contract. In order to report a novation, an early termination with the old UTI and a new trade with a new UTI should be reported.

Both market participants, MP2 and MPX have to submit an early termination report with Action Type "C" to cancel the old trade and MPX and MP3 have to provide a new submission with Action Type "N" for the new trade between MPX and MP3 with a new UTI.

Question 1.1.27 [ARCHIVED]

Question 1.1.28

Related documents: the answer to question no. 3.1.1 from Section II.3.1 of the document Frequently Asked Questions (FAQs) on REMIT Transaction Reporting

Having regard to the obligations imposed on the participants in the wholesale electricity and gas markets under Article 8(1) of Regulation (EU) no. 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency (REMIT) as well as Commission Regulation (EU) no. 1348/2014 of 17 December 2014 on data reporting, implementing Article 8(2) and Article 8(6) of Regulation (EU) no. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT Implementing Regulation), given emerging new doubts as to interpretation, the participants in the wholesale electricity and gas markets in xxxxxx, who are members of the xxxxx Association of Energy Trading (hereinafter TOE), consider it necessary to ask ACER to explain the reporting practices regarding contract entered into by Seller (Party A) and Buyer (Party B), who under a single contract purchases electricity/gas meant for both further resale by the Buyer (Party B) and Buyer's own purposes.

Under such contracts, after the end of a billing period, Buyer (Party B) shall determine the percentage of the electricity/gas volume allocated to further resale and how much of the total electricity/gas Buyer (Party B) consumed for own purposes.

The question considers the following types of contracts:

1. OTC without trade balancing service, based on a product listed on an organized market place (base, peak, etc.);

2. OTC without trade balancing service, not based on a product listed on an organized market place, e.g. schedule-based (but with volume and price determined by the time of conclusion of the contract);

3. OTC with trade balancing service, settled on the basis of electricity meter readings.

In the case of contracts described in Items 1 and 2, the total contract volume (the volume sold by Party A to Party B) is determined by the time of conclusion of the contract, but the share of the volume allocated to resale by Buyer (Party B) and the share of the volume allocated for Buyer's own purposes remains unknown until after the service is provided.

In the case of contract described in Item 3, the total volume of sale is unknown when the contract is concluded. Instead, it is defined after the service is provided. Similarly, the breakdown of the total volume into the resold and own purposes becomes known only after the service is provided.

It is important to note that according to the Xxxx law, the entity reselling to end users, who are the customers purchasing electricity/gas in order to satisfy their own demand, has to purchase a specific number of certificates of origin (e.g. from renewable sources of energy, from cogeneration, energy efficiency certificates), proportionally to the volume supplied to such customers.

Moreover, the sale of electricity/gas for own purposes of the end user is subject to excise duty. The cost of such certificates of origin as well as the amount of excise duty are reflected in the price of electricity/gas sold to the end user, increasing it. Seller (Party A), who purchases electricity not for own purposes but for further resale, is not obliged to purchase a specific number of certificates of origin, and therefore such customer buys electricity at a price including neither the cost of certificates of origin nor the amount of excise duty.

For the above reasons, the discussed type of contract determines two different prices: Price X for electricity/gas to be further resold by Buyer (Party B), to which Seller (Party A) does not have to add the cost of purchasing certificates of origin or excise duty (lower price); and Price Y for electricity/gas to be consumed by Buyer (Party B), which includes the cost Seller (Party A) incurs in relation to purchasing certificates of origin and the amount of excise duty (higher price). Both Price X and Price Y are specified in the contract as fixed and uniform prices (i.e. they are not set down as a formula indicating separate constituents of the electricity/gas value, the value of certificates of origin and the amount of excise duty).

The above means that in the case of the contracts described in Items 1 and 2 above, even though the total sale volume is known when the contract is signed, the total price invoiced by Seller (Party A) and paid by Buyer (Party B) is known only after the delivery, since the total price depends on the way the volume is divided, according to the allocation and the application of Price X and Price Y to the respective parts of the volume. On the other hand, in the case of those contracts, the total value of the "black" energy sold (excluding the value of certificates of origin and excise duty) is known as early as at the time of concluding the contract, since the value is determined by Price X.

Therefore, it is necessary to obtain ACER guidelines, addressing the following question:

(i) Should the contract described above be reported in accordance with the electricity/gas price specified in the contract, excluding the cost of certificates of origin and excise duty (i.e. Price X) for the entire volume, irrespective of the allocation of the electricity/gas sold,

(ii) or should both prices (Price X and Price Y) resulting from such a contract be reported, broken down into the volume of energy allocated for further resale and separately for the energy allocated for consumer's own purposes,

(iii) or should a part of contract including the volume of energy allocated for further resale according to the "black" energy price (Price X) be the only part subject to reporting, even though for this volume the contract stipulates the application of Price Y (including the cost of certificates of origin and excise duty)?

TOE members request that a binding interpretation of the presented question be issued by acknowledging that the reporting model proposed below is correct in the light of the REMIT Regulation and REMIT Implementing Regulation, and that no other model fully pursues the objectives of the Regulation.

In the opinion of the enquirers (PL Markets participants), the types of contracts described above are subject to reporting, according to the electricity/gas price determined for the part of contract subject to further resale (Price X), for the entire energy volume under the contract, irrespective of the allocation of energy, because the price is the "black" energy price with no additional constituents (the cost of certificates of origin, excise duty).

Therefore, the types of contracts described in Items 1–3 above shall be reported in the following manner:

1. The contract specified in Item 1 shall be reported as a standard contract (since its features correspond to the contract listed on an organized market place), in which the total amount of energy and the "black" energy price are known when the contract is signed.

2. The contract described in Item 2 shall be reported as a non-standard contract, in which the total amount of energy and the "black" energy price are known when the contract is signed (i.e. immediately in accordance with Table 1).

3. The contract described in Item 3 shall be reported as a non-standard contract, in which the "black" energy price and the volume shall be reported after the service is provided when the billing period has finished (i.e. the contract shall be reported according to Table 2 and executed according to Table 1).

The above stance is based on the answer to question no. 3.1.1 from Section II.3.1 of the document Frequently Asked Questions (FAQs) on REMIT Transaction Reporting, wherein the Agency points out that additional fees, taxes and costs shall not be subject to REMIT reporting. Moreover, it should be pointed out that the aim of the REMIT regulation is to provide objective and reliable information regarding the prices of electricity/gas on wholesale markets in the European Union.

Therefore, submitting reports in which, due to national specificities, any price constituents other than the price of electricity/gas itself such as additional taxes (e.g. excise duty) or other constituents related to the execution of state policy regarding renewable sources of energy or energy efficiency shall result in the submitted information not fulfilling the primary goal of such reporting, since it shall not provide reliable information on the price of electricity/gas on the wholesale market in Xxxx. Moreover, a report encompassing information on the price including all the derivatives mentioned above would make it impossible for the Agency to carry out simple and reliable evaluation of the relations between the prices of electricity/gas on separate state markets within the European Union, which would therefore negate the primary goal of the Regulation.

Answer

In our understanding there are at least two contracts subject to REMIT reporting:

(1) Contract for the entire energy volume between Party A and Party B, and

(2) Contract subject to further resale between Party B and other party

Therefore, the types of contracts described in Items 1–3 above shall be reported in the following manner:

1. The contract specified in Item 1 shall be reported as a standard contract (since its features correspond to the contract listed on an organized market place), in which the total amount of energy and the "black" energy price are known when the contract is signed.

2. The contract described in Item 2 shall be reported as a non-standard contract, in which the total amount of energy and the "black" energy price are known when the contract is signed (i.e. immediately in accordance with Table 1).

3. The contract described in Item 3 shall be reported as a non-standard contract, in which the "black" energy price and the volume shall be reported after the service is provided when the billing period has finished (i.e. the contract shall be reported according to Table 2 and executed according to Table 1).

If the total volume is partially allocated (resold) to another party it should be reported as a separate contract between Party B and the other party.

Question 1.1.29

The TSO in AAA, XXX, shows the occurred imbalances of previous periods and the active companies shall try to find a partner to offset the positions on bilaterally basis. If the companies cannot find offsetting volumes the TSO finally balances the accounts.

Could you please specify if pre-arranged contracts to offset the volumes are regarded as balancing contracts or as bilateral contracts which needs to be reported under REMIT?

In case they have to be reported, we would like to make ACER aware that the transaction timestamp is after the delivery start date which seems to be conflicting according to remarks in the letter to improve the data quality.

To our understanding only contracts with the TSO are defined as balancing contracts and the contracts needs to be reported as Table 2 contracts with monthly executions of the exchanged volumes to avoid balancing.

Answer

Please refer to Question 3.1.50. In the Agency's view, a balancing trade is a contract between a party and a System Operator (SO), in most cases TSO, who is in charge of keeping the energy in the network/system (either gas or electricity) in balance.

It is our understanding that in *"…day after markets",* and any other retro-deal market, where an SO or TSO is not involved, market participants balance/adjust their positions with other market participants. If this is the case, these contracts should be reported by both parties as wholesale energy products.

In the Agency's view, balancing trades are well defined in Articles (2)9 to (2)11 of REMIT Implementing Regulation, in the sense that they are <u>related to balancing energy and services:</u>

(9) 'balancing energy' means energy **used by TSOs** to perform balancing;

(10) 'balancing capacity (reserves)' means the contracted reserve capacity;

(11) 'balancing services' means,

- for electricity: either or both balancing capacity and balancing energy;

- for natural gas: a service **provided to a TSO** via a contract for gas required to meet short term fluctuations in gas demand or supply.

Question 1.1.30

Company deconsolidation from the group perimeter

The companies "XXX" and "YYY" are part of the same group and both registered MPs subject to REMIT. The companies "XXX" and "YYY" entered into transactions but accordingly to Article 4(1) of REMIT Implementing Regulation they did not send on a regular basis any reporting related to the contracts.

On 1 July the company "XXX" is going to be deconsolidated from the consolidated financial statement of the company "YYY". From a reporting point of view, should the contracts in place be reported to ACER? With which timetable? What is the contract date that should be used?

With reference to the reporting of the outstanding contracts, our interpretation is that they should not be reported because agreed out of normal market rules in an intra group context.

In case the Agency believes that those contracts have to be reported, our interpretation is that

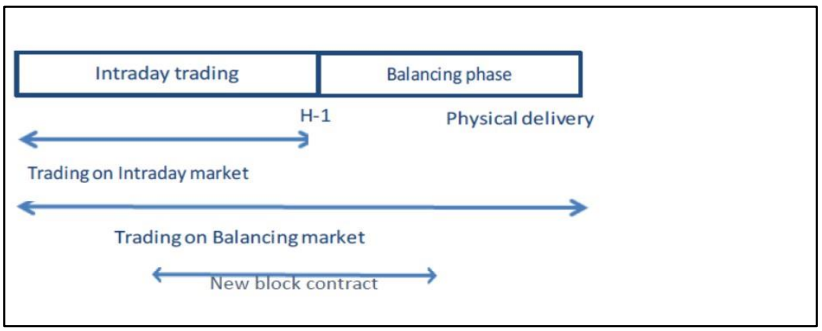
- the reporting should be done in T+1 month from the date of deconsolidation of company "XXX"
- the contract date should be the same of T.

Answer

As on 1 July the company "XXX" is going to be deconsolidated from the consolidated financial statement of the company "YYY" and it changes status, in the Agency's view it is reasonable that company XXX should report all its outstanding contracts (which will no longer be considered intragroup transactions) in T+1 month from its status change with the date of its status change.

Question 1.1.31

On a power exchange, the Balancing market is embedded (same order book) in the Intraday market in which only the Transmission System Operator buys and sells electricity for the settlement of imbalances in the electricity system (using specific parameter in the trading platform indicating balance offers/trades – BAL order). For trading on the Balancing market the same rules as for the Intraday market applies. The only difference between these markets is a prolonged trading phase of the Balancing market (with regards to the Intraday market) for one hour, until contract expiration as shown on the picture below. With trading platform upgrade which will take place at the end of June 2016, functionality of Balancing block contract will be implemented – TSO will be able to enter the hourly and quarterly block contracts outside and inside Balancing phase, and also block contracts which start inside Balancing phase and end outside Balancing phase (Intraday trading).



1 Case1: TSO inserts buy offer for block contract 15:00 – 18:00 at 14:30 (in Balancing phase) with BAL parameter. Other market participant inserts sell offer for the same contract at 14:31 with price and volume which fully match the offer inserted by TSO. The trade match time is 14:40 (in balancing phase).

Which data should be reported in this case to ACER?

2 Case2: TSO inserts buy offer for block contract 15:00 – 18:00 at 14:30 (in Balancing phase) with BAL parameter. Other market participant inserts sell hourly offers 15-16, 16-17 and 17-18 (the same time period as block contract inserted by TSO) at 14:31 with price and volume which fully match the block offer inserted by TSO (cross trade enabled – matching of block contracts with hourly and quarterly contracts). The trade match time is 14:40.

Which data should be reported in this case to ACER?

3 Case3: TSO inserts buy offer for block contract 15:15 – 15:45 at 15:05 (in balancing phase) with BAL parameter. Other market participant inserts sell offer for the same contract at 15:06 with price and volume which fully match the offer inserted by TSO. The trade match time is 15:06 (in balancing phase).

Which data should be reported in this case to ACER?

1. As is written in the TRUM, we are obliged to report offers and trades inserted/concluded outside the balancing phase. In this case, the block contract starts in the regular Intraday trading and ends in the Balancing phase.

Because we cannot divide the block contract into part of Intraday and part of Balancing phase we are planning to report both block offers and trades as is inserted/matched in the trading platform.

2. In this case one block contract is matched with 3 hourly contracts and last hour of the block contract is in Balancing phase.

With the same reason as it mentioned on topic 1, we are planning to report all offers (block contract and 3 hourly contracts) and also all trades.

3. Since offer and trade were submitted/concluded in a balancing phase it is our understanding that these market data will not be reported to ACER.

Answer

We consider the interpretation provided above reasonable. Whenever a contract for balancing purposes cannot be separated from a contract for the supply, that contract should be reported as contract for the supply.

Question 1.1.32

We are having some issues with the submission of back loading transaction as they are rejected by a validation rule. Could the Agency clarify further if back loading transactions can still be reported to the ARIS system?

Answer

The REMIT Implementing Regulation establishes that details of wholesale energy contracts which were concluded before the date on which the reporting obligation becomes applicable and remain outstanding on that date shall be reported to the Agency within 90 days after the reporting obligation becomes applicable for those contracts.

The Agency's system was set to allow back loading of historical data skipping several validation rules. This was done through the submission of an XML file with a date in the filename prior (<) to the date of 5 Oct 2015 00:00:00Z. In this case most of the validation rules were ignored.

This was done to allow market participants to report their back-loading transactions even in those cases where they did not have the full set of information as required by REMIT Implementing Regulation for reportable records of transactions, including orders to trade, entered into as 7 October 2015 (Phase 1 of REMIT reporting) and 7 April 2016 (Phase 2 of REMIT reporting).

This means that back-loading of transactions concluded at organised market places was due by no later than 90 days after 7 October 2015 and 90 days after 7 April 2016 for any other transactions. Meaning, the back-loading of transaction, i.e. submitting data for which several validation rules were not applicable, ended for Phase 1 on 5 January 2016 and for Phase 2 on 6 July 2016.

However, the Agency had technically left open the back-loading channel for more than one year in addition to the deadlines set by the REMIT Implementing Regulation, but has discontinued this possibility since 30 June 2017.

The Agency would like to take this opportunity to reiterate that any transaction executed at an organised market place has to be reported on T+1 day basis and any other transaction on a T+1 month basis and that any transaction reported 90 days after 7 October 2015 and 90 days after 7 April 2016 cannot and will not be considered back-loading, but rather late reporting.

Additional information:

Transactions that are back loaded (submitted to the Agency's ARIS information system prior to legislative deadlines) and are changed (amended) after that are subject to the lifecycle event reporting that is possible for back loaded data since 10 November 2017. As previously reported back loaded data might not be compliant with the current set of validation rules for REMIT reporting, the following two scenarios apply:

- in case the field that triggers the validation rule causing the rejection of the record is not part of the key that uniquely identifies the record (such as for example TRUM Data Field (48) Delivery point or zone for REMIT Table 1), the reporting should be done via the regular

reporting channel, i.e. the full set of information as required by REMIT Implementing Regulation and compliant with the TRUM and the currently enabled validation rules in ARIS (REMIT Information System) should be reported using the regular file name convention (YYYYMMDD_REMITTable1_V1_ACERCode_SeqNum.xml.asc.pgp, where YYYYMMDD is the date of submission);

- in case the field that triggers the validation rule causing the record rejection is part of the key that uniquely identifies the record (such as for example TRUM Data Field (21) Organised Market Place ID/OTC for REMIT Table 1), the originally reported record (for which the lifecycle event has to be reported) should be firstly invalidated with action type "E" (error) via the parallel reporting channel using the file name convention in which the date of submission is replaced with "20000101" (20000101_REMITTable1_V1_ACERCode_SeqNum.xml.asc.pgp). Reporting of the corrected record with action type "N" and the subsequent modified records with action type "M" (or cancelled record with Action type "C") should be reported via the regular reporting channel, i.e. the full set of information as required by REMIT Implementing Regulation and compliant with the TRUM and the currently enabled validation rules in ARIS (REMIT Information System).

Market participant that needs to report outstanding historical contract not reported in the REMIT back loading period (2015/2016) can still report it by submitting relevant records with action type "N" (New) via regular reporting channel meaning that the full set of information as required by REMIT Implementing Regulation and compliant with the TRUM and the currently enabled validation rules in ARIS (REMIT Information System) should be reported using the regular XML file name convention.

Question 1.1.33

MP has concerns about reports in which one of his counterparties has changed ACER Code during the organization transition process.

Example:
There is a scenario in which there is a contract between party A and party B (ACER codes: ACER-A1 and ACER-B1 respectively) already reported, and at some point in time party A1 (as a result of organizational rebranding/division) receives a new ACER code (ACER-A2). How should such an event be reported to the Agency? In the form of a modification to the original contract or maybe a cancellation of the original one followed by reporting a new contract?

Answer

In the Agency's view, the change of the ACER code is a case of novation. As stated in Question 1.1.26 in the FAQ on Transaction Reporting document, all open trades have to be novated with the name of the new legal entity in order to notify the change of the counterparty to the contract. In order to report a novation, an early termination with the old UTI (Action type "C") and a new trade with a new UTI (Action type "N") should be reported. This applies to both sides of the trade/contract.

This is also consistent with the ARIS validation rule available on the Agency's REMIT Portal. A change to Data Field (1) *ID of the market participant or counterparty* is not possible, as this is a key component for the identification of the uniqueness of the submitted report. As a result, it is not allowed to report it with "M" ('Modify').

Question 1.1.34

Reporting of novation and "novation like" activities.

There are different views in the industry about the reporting process that could require a "novation". The old contract should terminate when the new contract starts or the new reporting should have the original date of the contract as starting date?

Answer

In the Agency's view, the new contract has to be reported with a new date (using Action type "N"), while the old contract has to be terminated (using Action type "C"). Please see also Question II.1.1.17, Question II.1.1.26, and Question II.3.5.6.

Question 1.1.35 [NEW]

The counterparties of a bilaterally traded standard contract, concluded outside an organised market place (including the conclusion via Trayport) – sometimes referred to as OTC bilateral – decide to clear their trade on an exchange (Exchange executed). Which transactions have to be reported under REMIT to ACER?
Are the data reporting obligations different in case a trade is concluded on a broker OMP platform and subsequently cleared (e.g. cleared products) on an exchange (the CCP or the integrated exchange).

Answer

According to Article 5 of the REMIT Implementing Regulation, market participants have the obligation to report all transactions, including orders to trade and bilateral trades.

With reference to the clearing of a bilateral trade concluded outside an organised market place, it shall be first reported to ACER within the timeline indicated in Article 7 of the REMIT Implementing Regulation. The transaction timestamp of such a trade shall refer to the moment when the trade is concluded.

If the counterparties decide to clear this trade on an exchange, the trade intended to be cleared should also be reported to ACER indicating the following information in the REMITTable 1 schema:

- Data Field (27) Organised market place ID / OTC shall be populated with the unique code of the exchange where the transaction is intended to be cleared.
- Data Field (30) Transaction timestamp shall indicate the timestamp of the clearing.
- Data Field (33) Linked order ID shall be reported with the value of "NA" to indicate that there was not any order visible to the market as indicated in the TRUM. Please note that "NA" is a value to be populated in the data field, i.e. it shall not be left blank.
- Extra field is expected to be populated with the flag CLR in order to flag the cleared trade.

Population of the Extra field in the electronic format:

Schema Table 1_V1:
<Extra>CLRYes</Extra>

Schema Table 1_V2:
<Extra>CLR==Yes;CLR==Yes</Extra>

Schema Table 1_V3:
<Extra>CLR==Yes</Extra>

Please note that, schema Table 1_V3 allows the patterns of reporting for Schema Table 1_V2 but can also be used without having to report a second key==value pair.

With reference to trades concluded on a broker OMP platform and intended to be subsequently cleared on an exchange, ACER expects to receive:

- orders to trade inserted on the broker OMP platform together with the relevant lifecycle events;
- the subsequent trade concluded on the broker OMP platform, as well as any relevant lifecycle events (the lifecycle event reporting of trades shall be in line with the transaction reporting guidance provided in Annex VII to the TRUM);
- Once the trade is cleared on the exchange, if not already reported under EMIR, the cleared trade is expected to be reported to ACER by providing the same information as indicated above for Data Field (27), (30), (33) and the Extra field.

Further information on trades cleared on an exchange is available in FAQ 2.4.9, while reporting examples are available in Annex II to the TRUM.

Question 1.1.36 [NEW]

The OMPs seek clarification on how to report Trade At Settlement ("TAS") orders and TAS transactions.

TAS is an order type that allows a trader to enter an order to buy or sell an eligible futures contract during the course of the trading day at a price equal to the settlement price for that contract, or at a differential price range up to five ticks (+/- minimum price fluctuations) above or below the settlement price. The key difference from a normal order is that the TAS order price is defined by the next settlement price +/-, i.e. the agreed difference with the settlement price.

As a practical example:

- A TTF with order type TAS will be entered in the order book with a price of EUR 0.015 at 9:30.
- The price of this order is updated up to EUR 0.020 at 9:40.
- The order is lifted at 9:45.
- At 17:15, the settlement price (EUR 7.23) is calculated and as result of that settlement price the trade price is defined as EUR 7.25.

Answer

With regard to Trade At Settlement (TAS) orders and trades, ACER understands that the price of an order represents a differential price range above or below the settlement price. In this respect, when using the *REMITTable1_v3* schema:

- Field (25) Fixing index or reference price shall indicate the reference to the settlement price
- Field (35) Price shall be left empty
- Field (36) Index value shall represent the price difference compared to the settlement price in the order report and the trade report
- Field (37) Price currency shall indicate the currency of the settlement price

When using the *REMITTable1_v2* schema:

- Field (25) Fixing index or reference price shall indicate the reference to the settlement price
- Field (35) Price shall report the price difference compared to the settlement price in the order report and the trade report
- Field (36) Index value shall be left empty
- Field (37) Price currency shall indicate the currency of the settlement price

In addition, based on stakeholder consultations ACER understands that there are no TAS orders for option contracts. Also, as TAS orders can result in future or forward contracts, Data Field (23) is to be populated with 'FU' or 'FW' respectively.

II.2. Questions related to standard contracts

The Section answers questions on contracts defined as standard as defined in Article 2(2) of the REMIT Implementing Regulation.

II.2.1 TRUM – Data Fields () and XSD schema Table 1

The Section addresses topics concerning the reporting of specific Data Fields described in detail in the TRUM and clarify doubts on the relation between TRUM and Table 1 XSD schema.

Question 2.1.1 Data Field (1) and (8)

Some market participants place orders on screen on behalf of more than one legal entity.

For example, a trading house may has a US head office and a European subsidiary and they enter into master agreements with various trading counterparties with either the US head office or the European registered entity, depending upon the preference of the counterparty. US entities would for example contract with the US parent for example to be governed by US law whereas European entities would typically contract with the European based subsidiary.

A trader at one of these "double headed" companies places a single order onto the market. For every counterparty that has good credit with them the number appears tradable, but the resulting trade can end up as being between one of several entities. So a single order can result in a trade with a different "principal" depending on who the counterparty name is. The order is in effect placed on behalf of two (or more) legal entities. I can't see a way in the schema of representing this.

Example – trader at DoubleCo that has 2 entities – Usco and EUco.

With counterparty A they have a master agreement between A and USco.

With counterparty B they have a master agreement between A and EUco.

DoubleCo initiates an order onto the market, and depending on whether it is aggressed by A or B determines whether there is a trade between USCo and A, or EUCo and B.

The difficulty is how to represent the single order that is on behalf of more than one entity.

USCo is not acting as an agent for EUCo, both USCo and EUCo would be principals to the trade. Company A would report a trade with USCo and company B would report a trade with EUco.

The suggestion would be that ACER accepts that for certain participants, that the idOfMarketParticipant reported for the order, may not match the idOfMarketParticipant reported on the linked trade.

An alternative would be to update the schema to allow more than one participant ID on an order (but not on a trade, since we know the correct legal entity at this point)

Answer

When market participants place orders to trade on broker platforms on behalf of more than one legal entity, the Organised Market Place should decide or/and agree with their clients which market

participant is placing the order for the reporting purpose. By placing an order the legal entity is a market participant even if it will not be a counterparty to the trade.

In the Agency's view both entities USCo and EUCo are REMIT market participants and the EUCo acts on behalf of USCo.

Data Field (1) *ID of the market participant or counterparty,* requires that the ID of the market participant or counterparty on whose behalf the record of transaction is reported shall be identified by a unique code.

In the Agency's view, this means that market participants that place orders on the screen of the brokers or exchanges have to be identified in the trade report as responsible for the reporting of the report. This does not imply that they are counterparty to the transaction, but that they are responsible for the reporting of the order or the trade.

When an order is placed on behalf of two (or more) legal entities, there is no need to indicate the beneficiary in the order report. The beneficiary of the trade can be added in Data Field (8) Beneficiary ID if this is different than the market participant reported in Data Field (1) ID of the market participant or counterparty in the order report. Please see the example below.

	Firms	**Placing the order**	**Matched orders**	**Other side of the trade**
Case 1	EUCo	EUCo	EUCo and B	B
Case 2	USCo	EUCo	USCo and A	A

The trade report should look like:

Field #	**Case 1** **EUCo and B**	**Case 2** **USCo and MP2**
#1 (ID MP)	EUCo	EUCo
# 4 (ID Other MP)	B	A
# 8 (Beneficiary ID)		USCo
#10 (Capacity)	P	A

Question 2.1.2 Data Field (2)

What is the format of BIC Codes?

The TRUM and XSD schema both show the BIC as being an 11 character field.

However, in the marketplace the BIC code is actually an 8 character reference, with an optional 3. And in ACER's list of Participant's

We suggest that the XSD be modified to allow BIC submission with a minLength of 8.

```
<xs:simpleTypename="bic">
  <xs:restriction base="xs:string">
    <xs:maxLength value="11"/>
    <xs:minLength value="118"/>
    <xs:pattern value="[A-Za-z0-9_]+"/>
  </xs:restriction>
```

As background, the BIC is made up by;

- Business Party Prefix (4 Characters)
- Country Code (2 Characters)

- Business Party Suffix (2 Characters)
- Optional Branch Identifier (3 Characters)

Numerous instances of 8 character BIC codes in the marketplace. A small selection below for reference:

KRONDK22

NDEAFIHH

DABAFIHH

RABONL2U

OKOYFIHH

BREXPLPW

TATRSKBX

BAWAATW

Suggestion is that in order to successfully use BIC within the ACER XML schema, the validation on BIC should allow for a minimum of 8 characters (currently 11) and a maximum of 11.

Answer

Our understanding is that the SWIFT code is 8 or 11 characters long. According to ISO 9362:2009 (dated 2009-10-01).

The SWIFT code is 8 or 11 characters long, made up of:

- 4 letters: Institution Code or bank code;
- 2 letters: ISO 3166-1 alpha-2 country code;
- 2 letters or digits: location code.

If the second character is "0", then it is typically a test BIC as opposed to a BIC used on the live network.

If the second character is "1", then it denotes a passive participant in the SWIFT network.

If the second character is "2", then it typically indicates a reverse billing BIC, where the recipient pays for the message as opposed to the more usual mode whereby the sender pays for the message.

3 letters or digits: branch code, optional ('XXX' for primary office)

Where an 8-digit code is given, it may be assumed that it refers to the primary office and therefore should be reported as:

<bic>12345678XXX</bic>

Question 2.1.3 Data Field (3)

If an OMP produces an ACER XML file, but instead of loading the data through an RRM, the ACER XML file is provided to the market participant to load into their RRM of choice - will the validation of the Data Field (3) Trader ID be based upon the OMP Trader Id (3a) or the Participant Trader Id (3b)?

OR

If an OMP produces an ACER XML file, but instead of loading the data through an RRM, the ACER XML file is provided to the market participant to load into their ETRM system and then report the trade to their RRM of choice - will the validation of the Data Field (3) Trader ID be based upon the OMP Trader Id (3a) or the Participant Trader Id (3b)?

"traderIdForOrganisedMarket" (Data Field (3a))
"traderIdForMarketParticipant" (Data Field (3b))

- MP A trades on OMP 1.

- OMP 1 uses RRM 1.
- MP A opts out of OMP 1 reporting, and requests the ACER XL data to lodge with their RRM of choice (RRM 2).
- OMP 1 generates a daily ACER XML file for MP A.
- MP A takes the file and loads it to RRM 2.

In this instance, does the ACER check on Data Field (3) Trader ID look at the OMP value (3a) as the data was sourced from an OMP or the participant value (3b as the data was loaded via a participant? Suggest that in this instance, either value be allowed for reporting.

Answer

Because the trade is executed at the Organised Market Place, the market participant should report the trade/order report with the same information of the Organised Market Place and therefore "traderIdForOrganisedMarket" Data Field (3a) should be reported.

Question 2.1.4 Data Field (3)

Is it mandatory for OTC contracts, to fill Table 1, Data Field (3)? In the examples provided by ACER, such fields are filled only for standard contracts and examples 15.2-18.2. What features of examples 15.2-18.2 are triggers for reporting this field? What is the understanding of the person concluding the contract in case of OTC market? Is it a person whose signature appears on the contract?
In our opinion, this field should not be required for contracts concluded OTC.

Answer

Data Field (3) ID of the trader is required to be populated for any contract executed at organised market places and bilaterally as already indicated in the TRUM.

For executions executed under the framework of non-standard contracts, examples are available in Section 2 of Annex II to the TRUM. In this case, the Agency would not expect this field to be reported.

Question 2.1.5 Data Field (4)

This question pertains to exchange contracts traded on a broker. These contracts are typically traded anonymously, so that neither party to the trade knows who the other party is. The question is what value should be supplied for TRUM Data Field (4) for trades on such contracts. An example would be a XXX Germany Baseload contract traded on broker platform.

We believe the counterparty should be omitted. This would be consistent with the rule that exchange-traded contracts do not require a counterparty.

Answer

If the trade takes place on an exchange with orders to trade placed on the broker's screen or voice brokered, this trade should be reported as any other trade that takes place on an exchange.

If traded on the broker's screen, the orders should be reported as orders placed on the exchange's contract. There is no expectation that the order report and the trade report are linked together as they were placed first and executed after on two different Organised Market Places.

When orders on futures traded on exchanges are placed on the broker platforms, e.g. Indication of Interest (IOI), Data Field (4) ID of the other market participant or counterparty should include the ID of the Exchange.

This can be reported in the form of the LEI, BIC, EIC, or ACER code. When only the Exchange's MIC code is available to the reporting party, this can be reported (as a last resource) in the format

XMIC0000.EU - where the 4 first digits represent the Exchange's MIC code, followed by 5 zeros, followed by ".EU" to replicate an ACER code.

For the reporting of the trades and orders, please see the relevant examples included in Annex II to the TRUM.

Question 2.1.6 Data Field (4)

Identifier to represent a "sleeve" action taken by a broker

This requirement is dependent on other interpretations which may require that matched orders get reported.

The question is to how a matched order when a "non-Market Participant" is on one side or the other is to be reported.

Brokers often aggress orders placed on screen as a result of a voice instruction from another client. The resulting "trade" is not really a trade as one of the parties to it is a broker who is not a market participant.

The "trade" is in reality an internal broker placeholder for further work to be done by the broker in order to generate a binding trade. These internal trades will always get deleted as the broker cannot contractually deliver or receive any commodity.

The problem is that the broker does not have an ACER code, so if he needs to report any actions then it gets messy.

The suggestion is that ACER allocates a generic ACER code for Broker's internal processes, so allowing brokers to report these processes if required in a consistent fashion.

Suggestion would be an ACER code something like this as a generic code:

SLEEVE000.EU

Or it may be preferred to have one code per broker such as this:

SPECSLEEV.EU

GRIFSLEEV.EU

ICAPSLEEV.EU

This way, anything reported with a code like this can be identified as being acted upon by the broker

Answer

Brokers (that are Organised Market Places rather than Executing Brokers) are not market participants and therefore should not appear as counterparty. For sleeve trades with orders on screen, please see the relevant example in Annex II to the TRUM.

Question 2.1.7 Data Field (8) [DELETED]

The questions was deleted due to duplication.

Question 2.1.8 Data Field (8)

Article 4 (1)(a) of the Regulation 1348/2014 - Reporting of intragroup transactions and beneficiary identification.

A broker concludes a back-to-back transaction in an organised market place. It acts as a Principle, however the Beneficiary of the transaction will ultimately be a market participant belonging to the same capital group as the broker.

Can ACER confirm that:

1) The transaction concluded by the broker in the organised market place should be reported without indicating the Beneficiary in the Data Field (8) (as it is a back-to-back transaction);
2) The transaction between the broker and the market participant should not be normally reported at all (as it is an intragroup transaction and takes place OTC);

Hence, ACER will not have information about the beneficiary of the transaction?

Answer

A back-to-back transaction is a bilateral transaction not executed on the exchange. The transaction concluded by the executing broker at the Organised Market Place should be reported by the exchange indicating the Beneficiary in Data Field (8) if this information is available to the exchange. Please see the TRUM, guidance on Data Field (8).

The transaction between the broker and the market participant may not be reported if this is an intragroup transaction and takes place OTC. However, nothing prevents the market participant from reporting the back-to-back transaction to ACER.

Based on the above, the Beneficiary will be the executing broker who is also a market participant if the back-to-back transaction is an intragroup transaction. It is worth noting that if no beneficiary is provided, then the market participant indicated in Data Field (1) will be assumed to be the beneficiary.

Question 2.1.9 Data Field (8)

The TRUM is not explicit about whether beneficiary information should be included as a lifecycle event for order data both on unexecuted orders and orders which result in a trade. It is clear that Participants will have to report the beneficiary information on trades, but it is not clear if they should have to for orders. Please could ACER clarify?

Example: Where a transaction needs to be updated with the beneficiary information as a lifecycle event; does ACER expect market participants to also update the related orders that led to the transaction with the beneficiary information?

The beneficiary information should only be required to be reported on executed trades.

Answer

In case a trade report is updated with the Beneficiary ID, the expected way of reporting is described below according to different scenarios:

Action type ‘M’ for ‘Modify’ should be used in case the original trade report does not have the Beneficiary ID populated (given that Data Field (10) Trading capacity of the market participant is “A” for Agent). In this specific case, the Modification must have the same timestamp as the last record.

In case the Beneficiary ID was reported, but it has to be amended, this is a type of novation, therefore Action type ‘C’ for Cancel should be used and followed by Action type ‘N’.

There is no expectation to use the above mentioned lifecycle(s) for the related matched orders.

However, unexecuted orders shall be updated with the information on Beneficiary ID by reporting Modify “M”.

Question 2.1.10 Data Field (9)

With regard to the Trading Capacity and the connected information final beneficiary we have a question: Our understanding is that a Trading Capacity setting of Agent only adds value in the context of also providing a final beneficiary that is then the actual owner of the transaction. A setting of Agent

without the indication of the final beneficiary will need to be considered as if it were for the member (acting as an agent) until the actual beneficiary is acknowledged.

The current assumption is that the final beneficiary information for exchange trades will be provided starting April 2016 based on a back-to-back Non-Standard ACER Transaction between the member and the final beneficiary.

(The direct information for the final beneficiary is not an information that is available on the exchange platforms).

Based on these facts, our best effort suggestion is that all exchange trades should be reported as P – Principal until in April 2016 the complete set including the final beneficiaries (with their related Non-standard transaction between member and final beneficiary) can and needs to be reported.

Answer

The definition of Trading Capacity is available in the TRUM. If the Organised Market Place knows that the trading capacity of the market participant is "Agent", then "A" should be reported irrespective or the availability of the Beneficiary ID in Data Field (8). This always adds value to the transaction report.

Question 2.1.11 Data Field (11)

How to apply "buy", "sell", or "Combined" (Data Field (11) Buy/sell indicator, Standard Contracts Table) to an order with volume 0 that acts as null in a linear interpolation

At an exchange, buy or sell is indicated by the sign of the volume

(no sign = buy ,negative sign = sell)

If a buy and sell combination is submitted as a linear interpolation between price steps, including a 0 volume order, that 0 volume order acts as both, endpoint of the buy interpolation and start point of the sell interpolation.

For example:

(Volume 50;Price 35) (Volume 0;Price 40) (Volume -50;Price 45)

In that case, the volume that is bought depends on the auction price that is calculated. If the price is 35, 50 is bought. If the price is 40, 0 is bought. If the price is between 35 and 40, the buy volume is linearly interpolated.

The same applies for the sell side. The sell volume is interpolated between 40 and 45, if the price is in that range.

So in that example, three orders are submitted by the trader. One is clearly a buy order and one is clearly a sell order. Should the order in the middle be reported to the Agency with buy/sell indicator = C (Buy and Sell)?

Answer

As reported in the TRUM, in case of orders based on a sell and buy combination, as in the example reported, Data Field (11) Buy/Sell indicator shall be reported with "C".

Please also refer to the linear and/or step order examples available in Annex II of the TRUM.

Question 2.1.12 Data Field (15)

Reference to documents: TRUM, Annex II, standard contracts – order conditions PTR & SLO (Data Field (15))

XXXX Exchange (organized marketplace) offers order type named „stoploss", where price trigger may either be related to the same instrument or to a different instrument (trader's choice at the time

order is entered). How should such orders be reported, are we correct to assume that such orders should always be reported with "order condition" = PTR (Price Trigger)?

Example:

1. Order of XXXX Exchange type "stoploss" is entered at XXXX Exchange, in instrument X, with price trigger related to the same instrument X.

2. Order of XXXX Exchange type "stoploss" is entered at XXXX Exchange, in instrument X, with price trigger related to a different instrument Y.

Reading description related to order conditions (Data Field (15)) in TRUM p. 43-44/150, are we correct to assume that we should report orders of XXXX Exchange type "stoploss" in the following manner:

Data Field (15) Order condition – should have value „PTR" regardless of the fact whether actual price condition is related to the same instrument or is related to a different instrument.

Answer

Data Field (15) Order condition aims at capturing the condition for the order to execute.

A Stop Loss order (SLO) is submitted to the market as a limit order or market order once a certain price condition of an instrument is met (including profit taking). The price trigger refers to the same tradable instrument.

Price Trigger condition (PTR) applies to an order which will not be available for execution, unless a specific trigger price is reached, similar to a Stop Loss, but may be triggered across product pricing, i.e. the price trigger may be based on a different contract or index.

With regard to the example above, the Agency expects that orders will be reported indicating in Data Field (15):

1. For the order in the first example, having a price trigger related to the same instrument X, should be reported as SLO (stop loss) in; and

2. For the order in the second example, having a price trigger related to a different instrument Y, should be reported as PTR (price trigger) in Data Field 15.

Please refer to Question 2.1.13 for further information on Stop Loss orders.

Question 2.1.13 Data Field (15)

What order status should be given when reporting "Stop-loss" when it is not activated?

Example:

The TRUM does not contain any examples of reporting "Stop-loss" order whereas it is quite commonly used by market participants.

Because "Stop-loss" order before its activation is not visible in the order book of the organised market place it cannot be reported as ACT (active). Should it be reported in the Data Field "Order status" as SUS (Suspended) or OTH (Other)?

Answer

Orders have to be reported when they are visible to the market. This means that in some circumstances they may not be visible to the market and they are not reportable. Once triggered and visible to the market, these orders are reportable with the information that triggered and made them active in the market.

If a "Stop-loss" order is not activated and not visible in the order book of the Organised Market Place, it cannot be reported as active (ACT). Once the order is triggered, this will be reported with the following information:

Once the market order is triggered at 50 EUR and it is entered into the market

	Order details	
13	Order ID	I4R9Q3Q6K3D2C1J5O0H8
14	Order type	MAR
15	Order Condition	SLO
16	Order Status	ACT
17	Minimum Execution Volume	
18	Price Limit	
19	Undisclosed Volume	
20	Order Duration	GTC
58	Action type	N

and in the XML file:

```
<triggerDetails>
        <priceLimit>
                <value>50</value>
                <currency>EUR</currency>
        </priceLimit>
</triggerDetails>
```

Or, if the order was a Price Limit order:

	Order details	
13	Order ID	I4R9Q3Q6K3D2C1J5O0H8
14	Order type	LIM
15	Order Condition	SLO
16	Order Status	ACT
17	Minimum Execution Volume	
18	Price Limit	50
19	Undisclosed Volume	
20	Order Duration	GTC
58	Action type	N

and in the XML file:

```
<triggerDetails>
        <priceLimit>
                <value>50</value>
                <currency>EUR</currency>
        </priceLimit>
</triggerDetails>
```

The Agency understands that there may be other combinations of order types and order conditions that may require additional guidance. This can be provided on an ad-hoc basis.

Question 2.1.14 Data Field (21)

The TRUM defines the Contract ID as the "unique contract ID provided by the market place." Provided in which manner? Will the ID on the marketplace's trading screen suffice?

Example: Participant executes trade on a marketplace and receives a record of the trade from the marketplace, via the marketplace's trade feed. The record of the trade from the marketplace contains the unique contract ID as defined on the marketplace's trading screen. Participant now wishes to report the trade to an RRM.

The ID on the marketplace's trading screen will suffice, provided it is unique.

Answer

Please refer to the TRUM description: *"This field identifies the unique contract ID provided by the organised market place at which the contract is traded. The contract ID is venue-specific. The contract ID is needed to link all the orders to a specific contract."*

Orders and trades executed on Organised Market Places are required to use the Organised Market Places' contract ID in order and trade reports. Market participants or RRMs should not make their contract ID in substitution of the contract ID used by the Organised Market Place for the reporting or orders to trade and trades.

The Organised Market Place must have only a single contract identifier for the contract for the lifetime of the tradable contract. The contract identifier must be unique and is not shared with any other contract. The contract must always be represented by the same contract identifier throughout the life of the contract, i.e. up to the date of delivery.

Question 2.1.15 Data Field (21)

Would it be possible to extend the max length of the Contract ID?

We use this field as a reference and it is displayed in a number of lists and platforms (including XXXXX) together with the UTI, the Action and the parties to a transaction (unlike the Contract name, which is only available by searching the XML)

Our contract ID includes the Instrument and the Period and immediately pinpoints potential issues with a given contract

Example:

Spread:

Germany_Baseload_vs_Germany_Baseload_NOMX_Futures_Sep_15

Answer

The length of the Contract ID field is predefined in ACER's XSD schema. At present, there are no plans to change the Contract ID field in the REMITTable1 schema. Possible modifications that could be implemented in the future on REMIT Table 1 schema have been widely consulted with stakeholders. The consultation is available on ACER webpage.

Question 2.1.16 Data Field (21) [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 2.1.17 Data Field (21)

Are the character restrictions in the Contract ID field necessary?

```
<xs:simpleType name="contractIdType">
        <xs:restriction base="xs:string">
        <xs:maxLength value="50"/>
```

```
            <xs:pattern value="[A-Za-z0-9_:-]+"/>
            </xs:restriction>
        </xs:simpleType>
```

Is it possible to relax the restriction to be a normal string? Having a restricted character set makes this harder than it needs to be; contractNameType which is defined in the TRUM the same (as an alphanumeric) does not have these restrictions

Answer

The schemas for data delivery and the restrictions imposed by characters in the contract identifier are limited to those fields which are to be used as primary keys in the ARIS database. It is typical for character restrictions to be imposed to prevent non-printable or special characters from being used and to ensure that primary keys can be easily matched.

Question 2.1.18 Data Fields (21) and (22) [UPDATED]

In case of an order inserted or a trade executed within the Single Intraday Coupling (SIDC, former XBID) according to the CACM (EU Regulation 1222/2015), should the Contract ID and Contract Name fields report a specific indication?

Answer

As SIDC is based on the implementation of a single EU cross-zonal intraday electricity market, both Contract ID and Contract Name reportable fields in the TRUM (Data Field (21) and (22)) in Table 1 of the Annex to REMIT Implementing Regulation) should have a harmonized structure among different OMPs (NEMOs) that actively join such a market.

In the Agency's view, in case of continuous trading within SIDC both Data Field (21) and Data Field (22) should start with the string "SIDC_CO_". **In case of Data Field (21) Contract ID, the prefix "SIDC_CO_" shall be followed by the Contract ID code assigned at centralised level by SIDC. [added]**

~~, as further described in~~ **[deleted] Let's consider the [added]** following example: NEMO 1 and NEMO 2 are both active members in SIDC, offering their market participants the possibility to join the continuous trading session.

OMP/NEMO 1	Local Trading System	Reported via Table 1
Contract ID (Data Field (21))	N1234	SIDC_CO_~~N1234~~**[deleted] 35486 _20220805_05_06 [Added]**
Contract name (Data Field (22))	NEMO1IDcoupling	SIDC_CO_ NEMO1IDcoupling

OMP/NEMO 2	Local Trading System	Reported via Table 1
Contract ID (Data Field (21))	IDH03	SIDC_CO_ IDH03

Contract name (Data Field (22))	IDH03	SIDC_CO_ IDH03

Question 2.1.19 Data Field (23)

Inter-period and Inter-product spreads are split into contract and legContract.

Should the ContractType be SP or FW on a bilateral spread?


```
<INSTRUMENT ID="713" FirstSeqID="68" FirstSeqItemID="20" SecondSeqID="68"
SecondSeqItemID="0">NCG/TTF € H 51.6 D.A</INSTRUMENT>
<contract>
  <contractId>8_689_68_20</contractId>
  <contractName>NCG_DA</contractName>
  <contractType>FW</contractType>
  <energyCommodity>NG</energyCommodity>
  <settlementMethod>P</settlementMethod>
  <organisedMarketPlaceIdentifier>
    <lei>549300FR3U1PB1Y6LV13</lei>
  </organisedMarketPlaceIdentifier>
  <contractTradingHours>
    <startTime>00:00:00Z</startTime>
    <endTime>23:59:59Z</endTime>
  </contractTradingHours>
  <lastTradingDateTime>2015-06-12T05:59:59</lastTradingDateTime>
  <deliveryPointOrZone>37Y701125MH0000I</deliveryPointOrZone>
  <deliveryStartDate>2015-06-12</deliveryStartDate>
  <deliveryEndDate>2015-06-13</deliveryEndDate>
  <duration>D</duration>
  <loadType>GD</loadType>
  <deliveryProfile>
    <loadDeliveryStartDate>2015-06-12</loadDeliveryStartDate>
    <loadDeliveryEndDate>2015-06-13</loadDeliveryEndDate>
    <loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>
  </deliveryProfile>
</contract>
<legContract>
  <contract>
    <contractId>8_243_68_20</contractId>
    <contractName>TTFH516_DA</contractName>
```

```
<contractType>FW</contractType>
<energyCommodity>NG</energyCommodity>
<settlementMethod>P</settlementMethod>
<organisedMarketPlaceIdentifier>
  <lei>549300FR3U1PB1Y6LV13</lei>
</organisedMarketPlaceIdentifier>
<contractTradingHours>
  <startTime>00:00:00Z</startTime>
  <endTime>23:59:59Z</endTime>
</contractTradingHours>
<lastTradingDateTime>2015-06-12T05:59:59</lastTradingDateTime>
<deliveryPointOrZone>21YNL----TTF---1</deliveryPointOrZone>
<deliveryStartDate>2015-06-12</deliveryStartDate>
<deliveryEndDate>2015-06-13</deliveryEndDate>
<duration>D</duration>
<loadType>GD</loadType>
<deliveryProfile>
  <loadDeliveryStartDate>2015-06-12</loadDeliveryStartDate>
  <loadDeliveryEndDate>2015-06-13</loadDeliveryEndDate>
  <loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>
  <loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>
</deliveryProfile>
</contract>
```


The result is two forward trades but this particular order strategy is a spread so I would expect to put SP when inter-period or inter-product spread but this could be interpreted differently since the result is two forward trades.

Answer

Even if the result is two forward trades, the order placed on the screen is a spread order so we would expect reporting parties to report 'SPR' in Data Field (14) Order type in the order report, when they report inter-period or any other inter-product spreads. These orders should be reported as spark spreads or physical swaps in the same ways as presented in Annex II of the TRUM.

Data Field (23) Contract type should be populated with 'FW' in the order report and the resulting trade report for both legs.

Question 2.1.20 Data Field (25)

Lifecycle of order traded based on index.

If a price of a trade is fixed on index, and the price of the index is not known in the time when the trade occurs is it sufficient to report the trade only with the name of fixing index, or we shall send lifecycle event modification after the price of the index is published?

It is sufficient to report the trade with the name of the index without updating the trade report with published price for that index.

Answer

It is correct to report the trade with the name of the index without updating the trade report with the published price for that index. Please also see the relevant trading examples in Annex II of the TRUM.

Question 2.1.21 Data Field (25)

We would like to know in which cases an index priced OTC transaction should be reported with Table 1 and when with Table 2 + Execution.

FAQ Question 3.1.27 already gives an overview, but we are not quite sure what should be reported in the case that

a) the published index is only available for a fee, but otherwise not publicly accessible

b) the published index was calculated from other published indices

Case a) refers in particular to data from market data providers such as Heren, Argus or Platts. The price data available from these providers is not publicly available, but only for a fee. Does this also fulfil the characteristic "published" with regard to the choice between T1 and T2, so that T1 has to be used?

Case b) refers to those cases where market data providers publish both the price data in raw form and the prices calculated from it, e.g. bid price and offer price as well as the mid-price calculated from these two. Would a transaction priced with only this published mid-price also have to be reported with T1?
Our interpretation would be that all publicly published indices would qualify for reporting as T1 independently whether the provider charges a fee. In addition, bid, offer and mid prices should also be used for reporting in T1 format if the data is publicly available.

Answer

Question 3.1.27 of the FAQ on Transaction Reporting document provides detailed instructions on when to use Table 1 and Table 2 in case of reporting index trades.

With regard to your examples, we agree with your interpretations. Based on your description in case a), we understand that the price of the bilaterally concluded contract is fixed on one published index (even if it is available for a fee, but still publicly accessible) and should therefore be reported with Table 1 (BILCONTRACT) reporting the name of the index used to fix the price in Data Field (25) Fixing index or reference price. In case b), the reporting can also be carried out via Table 1, since the price of the bilaterally concluded contract is fixed on one published index whose value is calculated by the market data provider from two or more public indices. In this scenario, the name of the index referring to the published mid-price should be reported in Data Field (25) in the Table 1 report (BILCONTRACT). Please note that Data Field (25) is an alphanumeric field and that a clear and precise reference to the name of the index that sets the prices is expected to be reported here.

Question 2.1.22 Data Field (27)

Duplication of organisedMarketPlaceIdentifier in the schema organisedMarketPlaceIdentifier appears in the contract definition as well as order and trade.

Your examples, such as example 3.10 show the OMP ID listed in both locations. Since each order or trade must have a contract, this does not appear to make sense since what would happen if they contradict

<contractList>

<contract>

<organisedMarketPlaceIdentifier>

<mic>XMIC</mic>

</organisedMarketPlaceIdentifier>

And then under each order or trade

<OrderList>

<OrderReport>

<organisedMarketPlaceIdentifier>

<mic>XMIC</mic>

</organisedMarketPlaceIdentifier>

<TradeReport>

<organisedMarketPlaceIdentifier>

<mic>XMIC</mic>

</organisedMarketPlaceIdentifier>

So path

REMITTable1 >OrderList>OrderReport>contractInfo>contract>organisedMarketPlaceIdentifier>lei

Is duplicated in

REMITTable1 >OrderList>OrderReport>organisedMarketPlaceIdentifierlei

Path

REMITTable1 >TradeList>TradeReport>contractInfo>contract>organisedMarketPlaceIdentifier>lei

Is duplicated in

REMITTable1 >TradeList>TradeReport>organisedMarketPlaceIdentifierlei

And if you use a ContractList , they are all duplicated in

REMITTable1 >ContractList>contract>organisedMarketPlaceIdentifier>lei

I would prefer you to remove OMP ID from the orders and trades area of the schema, leaving it in just the Contract (which can be provided as the ContractList , or individually as Contracts under each

If the schema cannot be changed, guidance or example to only include it in the Contract would be welcome.

So guidance that if you use a ContractList , only use

REMITTable1 >ContractList>contract>organisedMarketPlaceIdentifier>lei

And if you don't use a contract list but embed the contract in each order or trade, only use:

REMITTable1 >OrderList>OrderReport>contractInfo>contract>organisedMarketPlaceIdentifier>lei

Or

REMITTable1 >TradeList>TradeReport>contractInfo>contract>organisedMarketPlaceIdentifier>lei

And never use

REMITTable1 >OrderList>OrderReport>organisedMarketPlaceIdentifierlei

Or

REMITTable1 >TradeList>TradeReport>organisedMarketPlaceIdentifierlei

Answer

When a <ContractList> is used, the field <organisedMarketPlaceIdentifier> is required to be reported twice because if the RRM reports two different contracts traded in different markets but with the same

contract ID, it will not be possible to match which contract a trade or order report is referring to. For this reason the schema was designed in a way that if a <ContractList> is used in the report, then the reporting party has to report the field <organisedMarketPlaceIdentifier> in the <ContractList> and in the Trade Report and Order Report section.

Question 2.1.23 Data Field (27)

For voice-brokered deals on listed products what should we populate in the OMP field,

Suggested solution: should we populate the OMP field with 'XBIL' but use Table1Schema for the XML

Answer

For any voice-brokered deal on listed products, reporting parties should report the ID of the Organised Market Place

Question 2.1.24 Data Field (28)

Data Field (28) Contract trading hours in case of auction markets

1 case: Day ahead market: flow date 20150708

Contract Trading Start: 29/06/2015 08:00 local time

Contract Trading End: 07/07/2015 12:00 local time

Last Trading Date and time Data Field (29): 07/07/2015 12:00 local time

Auction Result: 07/07/2015 13:00 local time

2 case: Intraday market: flow date 20150707

Contract Trading Start: 06/07/2015 17:30 local time

Contract Trading End: 07/07/2015 03:45 local time

Last Trading Date and time Data Field (29): 07/07/2015 03:45 local time

Auction Result: 07/07/2015 04:00 local time

3 case: intraday market: flow date 20150708

Contract Trading Start: 07/07/2015 12:55 local time

Contract Trading End: 07/07/2015 15:00 local time

Last Trading Date and time Data Field (29): 07/07/2015 15:00 local time

Auction Result: 07/07/2015 15:30 local time

1 case: Day ahead market: flow date 20150708

We will report all orders, considered valid and submitted in the timeframe between 29/06/2015 08:00 and 07/07/2015 12:00, considering:

```
<contractTradingHours>
        <startTime>00:00:01+02:00</startTime>
          <endTime> 23:59:59+02:00</endTime>
<contractTradingHours>
```

Thus without any indication of the date, indicated only in Data Field (29):

<lastTradingDateTime>2015-07-07T12:00:00+02:00</lastTradingDateTime>

2 case: Intraday market: flow date 20150707

We will report all orders, considered valid and submitted in the timeframe between 06/07/2015 17:30 and 07/07/2015 03:45 considering:

<contractTradingHours>

<startTime>00:00:01+02:00</startTime>

<endTime> 23:59:59+02:00</endTime>

<contractTradingHours>

<lastTradingDateTime>2015-07-07T03:45:00+02:00</lastTradingDateTime>

Otherwise we propose to consider in this case:

<contractTradingHours>

<startTime>17:30:00+02:00</startTime>

<endTime> 03:45:00+02:00</endTime>

<contractTradingHours>

<lastTradingDateTime>2015-07-07T03:45:00+02:00</lastTradingDateTime>

3 case: intraday market: flow date 20150708

We will report all orders, considered valid and submitted in the timeframe between 07/07/2015 12:55 and 07/07/2015 15:00, considering:

<contractTradingHours>

<startTime>12:55:00+02:00</startTime>

<endTime>15:00:00+02:00</endTime>

<date>2015-07-07</date>

<contractTradingHours>

<lastTradingDateTime>2015-07-07T15:00:00+02:00</lastTradingDateTime>

Answer

The correct way to report the <contractTradingHours></contractTradingHours> is:

Case 1 above:

<contractTradingHours>

<startTime>00:00:00+02:00</startTime>

<endTime> 23:59:59+02:00</endTime>

</contractTradingHours>

Case 2 above:

<contractTradingHours>

<startTime>17:30:00+02:00</startTime>

<endTime> 03:45:00+02:00</endTime>

</contractTradingHours>

Case 3 above:

<contractTradingHours>

```
            <startTime>12:55:00+02:00</startTime>
              <endTime>15:00:00+02:00</endTime>
              <date>2015-07-07</date>
        <contractTradingHours>
```

Question 2.1.25 Data Field (28)

The REMIT Implementing Regulation defines Data Field 28 as "the trading hours of the contract". Although we do open and close our electronic markets, this is not always done at fixed times, the times can change from day to day, and even outside of those times we will be available to broker trades if customers require.

Our proposal is to list our markets hours as 00:00 to 00:00 which we believe reflects the service that we offer.

Answer

The TRUM indicates that "*in case of continuous markets, exchanges or broker platforms shall report the trading hours in which their clients may place orders and trade in that market: e.g. 09:00Z to 17:00Z or 00:00Z to 24:00Z if no restrictions are imposed by the exchange*."

In the Agency's view "the trading hours of the contract" should represent the hours within which the electronic orders are displayed in the screen, e.g. 09:00 to 17:00 if there are restrictions. If a voice brokered trade takes place outside the core trading hours 9:00 to 17:00 the contract should be reported with the same hours but flagged as "voice-brokered" in Data Field (34).

When there are not any trading restrictions on a particular contract then 00:00Z to 24:00Z or 00:00Z to 00:00Z should be reported.

Question 2.1.26 Data Field (30)

The XXX trade matching system recognises two time stamps in the non-MTF trade execution process (which currently represents virtually 100% of screen trading in the physical energy markets).

The first is the time at which an order is aggressed and potentially matched. This time is recorded in the system as "time". However, under the non-MTF trading workflow, the operator of the venue has to exercise discretion in respect of every transaction meaning that this is not the point of execution. Nevertheless, at this point in the workflow the order is removed from the trading screen and the time is printed to the market to show the initial match on a trade ticker.

The second time stamp (known as "execution time") is the point of execution and which takes place when a broker for the trading venue matches the two orders and executes them in the system as a legally binding transaction.

Order initiated at 13:00:00

Aggressed at 13:02:00 - order removed from the market at this point and the market sees the potential trade in the ticker

Executed by a broker at 13:03:00.

The confirmation requested is that the second "time executed" time stamp is treated an internal administrative process and is not a reportable event.

From a market manipulation/market abuse perspective, the first time stamp - which indicates the moment at which an order has been potentially matched and shown to the market - is the more important.

It serves no useful purpose to publish the second "execution time" stamp and we cannot, in any event, see how that would be reported under the schema as there is no way to describe it. We would be sending a modify record with no fields modified.

Given the scope for misunderstanding and a disparate approach to time stamp reporting, we ask that ACER makes a clear statement about the time stamp which needs to be reported (i.e. the first initial match time).

Answer

Please see Data Field (30) for Transaction timestamp in the TRUM: "*The date and time of the contract execution or order submission, or their modification, cancellation or termination.*" This should be understood as the time at which two orders match. In the above case we would expect to receive 13:02:00 in the timestamp field.

If reporting parties would also like to report <executionTime > to indicate that the legal execution time takes place a few second/minutes after the orders have matched, this can be done:

When <executionTime> is different than <transactionTime>, this can be reported under <executionTime></executionTime> code. For the example above:

<transactionTime>2015-06-11T13:02:00.000</transactionTime>

<executionTime>2015-06-11T13:03:00.000</executionTime>

Question 2.1.27 Data Field (30)

The question is related to the timings in the reporting: in the TRUM it is indicated that timings have to be expressed in UTC format (ISO 8601 date and time format using UTC time format). However in the trading examples we see two ways of representing timings:

2014-01-29T10:35:56.000Z or 2014-01-29T12:35:56.000+02 :00

It seems more pertinent to use the "+02:00" expression as indicated in the attached trading example.

Could you please confirm that one can report in local timings followed by "+02:00"?

Answer

According to ACER's schemas and the ISO 8601 standard date and time in UTC can be either reported as

2014-01-29T10:35:56.000Z or 2014-01-29T12:35:56.000+02:00.

Question 2.1.28 Data Field (30)

The schema has two Date/Time fields for an Order and Trade.

Are we required to populate both Date/Time fields?

Trade

<transactionTime>2015-06-11T15:58:44.593</transactionTime>

<executionTime>2015-06-11T15:58:44.593</executionTime>

Order

<transactionTime>2015-06-11T05:39:29.469Z</transactionTime>

<originalEntryTime>2015-06-11T05:39:29.469Z</originalEntryTime>

Answer

Please see Data Field (30) "*Transaction timestamp"* in the TRUM: "*The date and time of the contract execution or order submission, or their modification, cancellation or termination".* This should be understood as the time at which two orders match.

The latest version of the schema includes:

1. <transactionTime></transactionTime> and
2. <executionTime></executionTime>

Execution Time should be reported if different than Transaction Time. There is no need to report the same timestamp twice. Please see also *"Mapping between the IAs Table 1 data fields and the XSD Schema_Table1_v1"* file available at https://www.acer-remit.eu/portal/data-submission which says

- (non in use) REMITTable1 >TradeList>TradeReport>executionTime
- (optional) REMITTable1 >OrderList>OrderReport>originalEntryTime

If reporting parties would also like to report <executionTime > to indicate that the legal execution time takes place a few seconds/minutes after the orders have matched, this can be done.

When <executionTime > is different than <transactionTime>, this can be reported under <executionTime></executionTime> code. E.g. for a trade:

<transactionTime>2015-06-11T15:58:44.593Z</transactionTime>

<executionTime>2015-06-11T16:01:15.000Z</executionTime>

For order reports: < originalEntryTime> may be used to report orders that have a persistent Order ID when these are removed from the order book at the end of the day (or trading session) and reintroduced the following day (session) :

<transactionTime>2015-06-11T09:00:00.000Z</transactionTime> (at the opening)

<originalEntryTime>2015-06-07T12:39:29.469Z</originalEntryTime> (originally placed)

Question 2.1.29 Data Field (30)

How to report Data Field (30) Transaction timestamp for trades in case of Single Day-ahead coupling (SDAC)?

SDAC auctions have a gate closure at 12:00. Then at 12:10 the system receives orders of all NEMOs (PMB), at 12:22 PMB does the calculation and results to NEMOs through the trading system. Portfolio allocation is completed, at 12:42 the PMB generates and share the GlobalPrelimConfirmation with each NEMO. This is the time when results can be made visible to the MPs that joined the auction. The preliminary results are provided to market participants just for preliminary orientation. Before GlobalFinalConfimation is sent and published, the preliminary results can be modified/recalculated.

Answer

TRUM indicates that for trades in auction markets, the transaction timestamp is the time of the announcement of the auction results or any subsequent modifications or cancellations of the trade transaction.

In the Agency's view and based on the description provided for the Single Day-Ahead Coupling, the timestamp should reflect the time of publication of the Global Preliminary Solution (GlobalPrelimConfirmation) by the NEMO to their market participants, as this represent the moment at which the information on the market result, typically coinciding with the Global Final Solution, is provided to the market participants and can thus be exploited for trading on the wholesale energy market. The Agency is aware that the indication of the disclosure of the Global Preliminary Solution might occur differently in every NEMO, which means that the transaction timestamp reported for SDAC will differ depending on the relevant NEMO. In case the Global Final Solution does not coincide with the Global Preliminary Solution, a lifecycle event will have to be reported to the Agency.

Question 2.1.30 Data Field (31) [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 2.1.31 Data Field (31)

Is it okay for us to flag the transaction on the AdditionalUtiInfo field, which means that:

- If a trade is a cross border trade with the Swiss market then we integrate in the AdditionalUtiInfo field the EIC code of Swissgrid in the part of the trade that we will report, right?

Answer

If a trade is a cross border trade referring to a EU delivery point or zone and the Swiss delivery point or zone (or any other non-EU delivery point or zone), then the Organised Market Place (OMP) may report the EIC Y code for the non-EU country delivery point or zone. The *AdditionalUtiInfo* field can be used to report the EIC Y code of the non-EU country.

Please note that the reporting of EIC Y code for the non-EU country delivery point, or zone, is not a REMIT requirement. The Agency is aware that REMIT market participants reporting trades (executed on OMPs) through third parties may not possess this information and may therefore not be able to report the EIC Y code for the non-EU country delivery point or zone.

For further information on the population of delivery point or zone field, please refer to TRUM Annex VI.

Question 2.1.32 Data Field (31)

How should OMPs report transactions that take place in the XBID platform for the Single Intraday Coupling (SIDC)? What about cross border transactions between OMP_1 and OMP_2 zones? How should the UTIs of such transactions be reported?

Answer

All transactions in XBID receive an identification code from the matching platform. Therefore:

- when reporting **orders**, the OrderID provided by the platform should be used to populate Data Field (13), adding "XBID_" as incipit.
- when reporting **trades**, the UTI provided by the matching platform should be used to populate Data Field (31), adding "XBID_" as incipit.

In both cases, the transaction timestamp should reflect the one provided by the centralised platform.

Data Fields (21) and (22) should be populated according to the indication provided in the Question 2.1.18 of the FAQ on Transaction Reporting document.

Example

OMP_1

OMP_1 offers to trade SIDC contracts with delivery in the delivery point or zone 10Y----------1A

The following orders in the OMP_1 order book are matched, as defined in the Trade Info.

	Order Info			Trade Info
Market Participant	**Local OrderID**	**SIDC OrderID**	**Buy/Sell side**	**SIDC UTI**
MP_OMP1_1	1234	XBID_9876	B	XBID_58769
MP_OMP1_2	5678	XBID_5432	B	XBID_58781
MP_OMP1_3	9101	XBID_1098	S	XBID_58781

OMP_2

OMP_2 offers to trade SIDC contracts with delivery in the delivery point or zone 10Y----------8Z

The following order in the OMP_2 order book is matched, as defined in the Trade Info.

	Order Info			Trade Info
Market Participant	**Local OrderID**	**SIDC OrderID**	**Buy/Sell side**	**SIDC UTI**
MP_OMP2_1	G857	XBID_7913	S	XBID_58769

For the REMIT data reporting, the cross-border trade identified by the UTI XBID_58769 should be reported as follows:

Buy leg:

Table 1 field	Field Value
(1) ID of the market participant or counterparty	MP_OMP1_1
(27) Organised market place ID/OTC	OMP_1
(31) Unique transaction ID	XBID_58769
(33) Linked Order ID	XBID_9876
(48) Delivery point or zone	10Y----------1A

Sell leg:

Table 1 field	Field Value
(1) ID of the market participant or counterparty	MP_OMP2_1

(27) Organised market place ID/OTC	OMP_2
(31) Unique transaction ID	XBID_58769
(33) Linked Order ID	XBID_7913
(48) Delivery point or zone	10Y----------8Z

Question 2.1.33 Data Fields (35) and (38)

Reporting negative prices & resulting negative notionals

We wish to get clarification on how to report the following scenario under REMIT from 7th April 2016 onwards:

In some cases a trade may be for a ""negative"" price. This is not the same as the trade being the ""other way around"", i.e. a ""buy"" instead of a ""sell"".

Is it permissible to report negative prices in the various fields, i.e. Data Fields (35) or (57) of Table 1, or Data Field (15) of Table 2?

- The same question would apply to resulting notionals.

Answer

If the price of the trade is negative, this should be reported with a negative number. For Notional amount values, these should always be reported in absolute value.

Question 2.1.34 Data Fields (35), (38), (40), (41) and (42)

Does ACER care if we submit a trade in kWh and the counterparty submits the opposite side in MWh? Or I submit one side in GBX (pence) and the other side is submitted in GBP (pounds)?

This is unlikely to be a problem where the OMP generates both sides of the trade, but it could happen if the MP is deriving the information themselves.

Second question – if I report NBP gas as an example in one unit, and another broker reports it in the other unit – will that cause a problem? Will ACER define a standard list of units for each delivery point, or will ARIS internally convert all units into one ACER common reference unit for comparison.

I would prefer you to accept all variants of this, otherwise you will have to describe a “reference” implementation for everything, which takes time to do and then time for everyone to implement and time is something that we don’t have a lot of!

Answer

Transaction reports for orders to trade and trades executed at Organised Market Places should be reported in the unit as advertised by the Organised Market Place. If market participants decide to report their transactions through third parties (e.g. RRMs), they should indicate the same units or currency as the ones advertised by the Organised Market Place for that contract.

With regard to calculated values such as Total Notional Amount and Total Notional Contract Quantity, it is possible to report the information in major units, e.g. EUR or EUX (but not GBP instead of EUR) and MWh or KWh (but not MWh instead of GJ).

Question 2.1.35 Data Field (39)

The TRUM requires Data Field (39) to be in the "major" unit to avoid "avoid unnecessarily large values".

Is this necessary to stipulate?

Can we remove this recommendation as it will cause a layer of hard coding and translation that I do not believe is necessary and adds additional complication to our interface as the more things we hard code, the more things we potentially get mixed up.

The schema allows a 15+5 decimal number, so even if you report in the minor unit this allows 13 digits for a GBP or EUR amount – so a single trade of up to 9.9 trillion GBP, which is about the GDP of the whole of Europe for a year.

Answer

Reporting parties can report in the currency stored in their system, but only for notional amount and notional quantity. For prices displayed on the Organised Market Place's screen, the unit visible to the market should be reported. This applies to both Quantity/Volume and Price.

Question 2.1.36 Data Field (40)

Trading Electricity day shaped voice brokered order. Is it possible to report zero power quantity <TradeList/TradeReport/priceIntervalQuantityDetails/quantity> in example 03.11? OMP provide market participants with possibility to trade orders through broker screen with different power in different hours. In some hours the power can be 0 (zero) MW or nothing. Do we have to report these "empty" hours?

Hours where there is power offered doesn't need to be reported.

Both trades and the order will have the same Unique Transaction ID that will link them together.

Answer

Please see Annex II of the TRUM, trading examples for auction and continuous markets.

Question 2.1.37 Data Field (43)

TerminateDate is defined as DateTime in the schema but as a date in the TRUM document.

Suggested solution:

```
<xs:element name="terminationDate" type="xs:dateTime" minOccurs="0">
    <xs:annotation>
        <xs:documentation>Field No. 43</xs:documentation>
    </xs:annotation>
</xs:element>
```

Answer

[Correction in bold]

When reporting the termination date this can be reported as

YYYY-MM-~~GG~~**DD**T00:00:00**Z**, for example:

<terminationDate>2014-07-31T00:00:00Z</terminationDate>

Time shall be expressed in UTC format.

Question 2.1.38 Data Fields (48 to 57)

Cash-settled trades reported under EMIR do not require a delivery schedule. Can ACER confirm that MPs who report such trades to their EMIR repository have no obligation to report the delivery schedule?

Example: Participant reports a cash-settled trade to an EMIR trade repository. The Participant omits the delivery schedule from the trade report.

If a MP reports a trade under EMIR, this is sufficient to meet the MP's REMIT reporting obligation, even if the MP reports the trade without a delivery schedule

Answer

Market participants that report a cash-settled trade to EMIR trade repositories (TRs) should seek TRs or ESMA's guidance.

Question 2.1.39 Data Field (48)

Reference to documents: Annex Table 1 (details of reportable contracts) of Regulation (EU) No 1348/2014

Please be advised of the following data issue which has been identified by our company (OMP)

For pure financial products which never result in physical delivery, what should be filled in for Data Field (48) delivery point or zone?

Two examples

1. Spread Dutch TT / Italian PSV
2. German Power Financial

Please note that there is no consistency between the OMPs. For example for German Power. There are 4 different EIC codes used, but also not applicable and blank.

See https://www.acer-remit.eu/portal/standardised-contract

Because there is no physical delivery, the most logical approach is to make this field not applicable. To avoid misunderstanding (parties forgot to add a EIC code where applicable), it is advisable to use a fictive EIC code, for example 99X-NOT-APPLIC--

Answer

It is our understanding that every contract related to the supply of electricity or gas, irrespective of if the contract is a spot, a physical forward, a future or an option contract has a reference to a delivery period and a delivery point. Also, financial products that are settled in cash and never result in physical delivery have a reference price or other attributes which relate to the commodity. In this case, reporting parties should refer to the reference price or other attributes which relate to the electricity or gas and report its delivery point.

For contracts that involve more than one delivery point, all of them should be reported.

Question 2.1.40 Data Field (48)

A Market Participant is buying gas for its own needs (fuel gas) outside an OMP via bilateral contract. The delivery point of the gas under the contract conditions (where the commodity changes hands) is an Entry point ABC from production facility. The point ABC is a connection point between the production facility and the gas transmission system of the TSO.

For reporting purposes under the requirements of Article 3(1)(a) of REMIT Implementing Regulation, what data shall be provided in the respective field of schema REMITTable 1 or REMITTable 2: DELIVERY POINT OR ZONE – the EIC of the Entry point ABC or the EIC of the Balancing zone to which the gas is entering?

If the EIC of the Entry point ABC shall be filled in the XML field DELIVERY POINT OR ZONE, the MP needs to add said EIC code to the list of valid EICs. Could you please confirm that it will be possible to add such an EIC via the Agency's web-tool for mapping/supply of EIC information, e.g. via using "Other" in the point type drop down?

Answer

The EIC of the Balancing zone should be reported. There is no need to add the Entry point ABC via the Agency's web-tool for mapping/supply of EIC information.

The same would apply to Domestic/Industrial aggregate points and Distribution zones/networks. If these points are connected to a balancing zone from where the gas/electricity is withdrawn/supplied from, the EIC of the balancing zone should be reported.

Question 2.1.41 Data Field (48)

A Market Participant is buying gas for its own needs (fuel gas) outside an OMP via bilateral contract.

The delivery point of the gas under the contract conditions (where the commodity changes hands) is a connection point between a storage facility and gas transmission system. The point name is XYZ. Point XYZ is bidirectional.

XYZ (entry) is the point direction from the Storage facility to the Gas transmission system;

XYZ (exit) is the point direction from the Gas transmission system to the Storage facility.

Q. 1 For reporting purposes under the requirements of Article 3(1)(a) of REMIT Implementing Regulation, what data shall be provided in the respective field of schema REMIT Table 1 or REMIT Table 2:

- DELIVERY POINT OR ZONE, if the commodity changes hands at XYZ (entry) or

- the EIC of the connection point between a storage facility and gas transmission system (XYZ entry) or the EIC of the Balancing zone to which the gas is entering?

Q. 2 For reporting purposes under the requirements of Regulation (EU) No 1348/2014, point 3.1 (a), what data shall be provided in the respective field of schema REMIT Table 1 or REMIT Table 2: DELIVERY POINT OR ZONE, if the commodity changes hands at XYZ (exit)?

Answer

Q 1. The Balancing zone the gas is entering into.

Q 2. The Balancing zone the gas storage facility belongs to.

Q 3. There is no need to add a connection point between a storage facility and gas transmission system via the Agency's web-tool for mapping/supply of EIC information.

Question 2.1.42 Data Field (48)

Could the Agency clarify the reporting of EICs and their mapping to the balancing zones/areas, interconnection points, LNG and storage facilities?

Answer

In the Transaction Reporting User Manual (TRUM) after consulting the industry through two public consultations, the Agency has indicated that the Energy Identification Code (EIC) to be reported for transaction reporting purposes for Table 1 and Table 2 has to identify the commodity delivery point or zone.

This field reports the EIC Y code (or an alternative code to be agreed with the Agency if the EIC is not available) to identify the delivery and/or balancing point for the contract. In addition, the TRUM clarifies that since gas can also be delivered at the interconnection point, then the EIC Z Code for that interconnector may be used.

Furthermore, in the FAQs on transaction reporting – Question 3.1.23, the Agency has indicated that where the gas is delivered at an LNG or a gas storage facility, then the EIC W code for that facility should be reported.

Based on more than 1 billion transactions (Table 1 and Table 2) reported to the Agency, it was found that market participants and organised market places are using more than 4000 codes to indicate the delivery points. In some occasions more than 1000 different codes were used to indicate the same balancing zone.

Since the Agency (supported by the input provided by the industry) does not find this diversification reasonable and has seen that 95% of the overall transactions have been reported with the correct EICs, on 26 June 2017 the Agency has published Annex VI to the TRUM (including the list of accepted EICs) in the REMIT portal and will only consider the codes listed in the list of accepted codes.

In the Agency's view, if 95% of the reported transactions are compliant with REMIT, there is no reason for the remaining 5% of transactions to be reported with alternative codes.

Market participants that use different codes for nomination purposes at domestic/industrial aggregate points, distribution zones/networks or production sites should report in any case the EIC of the balancing zone these points are connected to. While they may want to keep using those codes for nomination purposes, they will need to translate those codes into the EIC of the balancing zone they are related to when reporting the transaction to the Agency for REMIT purposes.

With regard to interconnection points, the Agency has explained in Annex VI to the TRUM that the reportable Y EIC code has to belong to the interconnection point where gas is delivered and then transferred to the other side of the interconnection point by the system operator. This case applies to unbundled interconnection capacity only.

In Annex VI to the TRUM the Agency has explained that only the EICs in the list of accepted codes are reportable codes. All the other codes available in the sheet "EICs Validity Check" and flagged as "Invalid" , "ENTSO-E" and "Missing" (please carefully read Annex VI to the TRUM) are not considered compliant with the Agency's guidance according to Article 5(2) of REMIT Implementing Regulation.

However, in order to help market participants and organised market places to comply with REMIT, the Agency has given the opportunity to clear their transaction reporting history (related to the EICs) through the online "EIC mapping form" (please see Annex VI to the TRUM for the link).

The online form allows reporting parties to map a previously reported EIC (Missing, Invalid, ENTSO-E list) to a code listed in the "List of Accepted EICs" and to report a code for a zone/area/facility that is not included in the "List of Accepted EICs" (or changing its name/function).

However, market participants that have submitted new codes for domestic/industrial aggregate points, distribution zones/networks or production sites connected to a balancing zone, should not expect the inclusion of those codes in the list of accepted codes, unless the Agency believes there is reasonable ground for their inclusion in the list.

The Agency has already updated the list of EICs codes to accommodate TSOs or market participants requests where the Agency believed there was a reasonable ground for the inclusion of new EICs (this is visible in the EIC list of accepted codes spreadsheet attached to Annex VI to the TRUM).

Question 2.1.43 Data Field (48)

A Market Participant is buying gas for its own needs (fuel gas) outside an OMP via bilateral contract. The location where commodity changes hands under the contract conditions is a Gas storage facility.

For reporting purposes under the requirements of Regulation (EU) No 1348/2014, point 3.1 (a), what data shall be provided in the respective field of schema REMIT Table 1 or REMIT Table 2: DELIVERY POINT OR ZONE – the EIC of the Gas storage facility or the EIC of the Balancing zone to which the Gas storage facility belongs?

Answer

Assuming that the seller is withdrawing the gas from the system and injecting it into the storage, then handing it over to the buyer, or if the seller sells the gas that he already owns in the storage to the buyer, the EIC of the Gas storage facility should be reported.

Question 2.1.44 Data Fields (49) and (50)

We would like to know whether is possible to report instead of a time of 24:00:00 for end times, the indication 00:00:00. This applies to Data Fields (28) Contract trading hours and Data Field (54) Load Delivery Intervals.

This would imply that, considering the indication provided in the TRUM, instead of reporting:

<deliveryProfile>

<loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>

<loadDeliveryEndTime>24:00:00</loadDeliveryEndTime>

</deliveryProfile>

That we can use to mean the same thing

<deliveryProfile>

<loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>

<loadDeliveryEndTime>00:00:00</loadDeliveryEndTime>

</deliveryProfile>

This is consistent with the interpretation for gas contracts available in the TRUM where start time = end time.

deliveryProfile>

<loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>

<loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>

</deliveryProfile>

Answer

According to ACER's schemas and to the ISO 8601 standard which says "*Midnight is a special case and may be referred to as either "00:00" or "24:00")*. It is our understanding that midnight may be represented as either 00:00:00 or 24:00:00 or 23:59:59.

All of them have the same meaning. The same applies to 06:00:00 and 05:59:59. All of them have the same meaning. The same applies to 06:00:00 and 05:59:59 to represent the end of a gas day.

Question 2.1.45 Data Fields (49) and (50)

Could the Agency clarify further *"contract start date and delivery start date may be different: e.g. the contract starts on 1 January 2017, but for peak contracts the delivery starts on Monday morning, which is 2 January 2017."* statement available on its First Open letter on REMIT transaction reporting data quality?

Answer

As indicated in the letter, market participants should refer to the Agency's guidance on transaction reporting, namely the TRUM, Annex II to the TRUM and the FAQs on transaction reporting and they should also liaise with the RRMs reporting on their behalf as they may provide with additional instructions.

Based on the Agency's schemas, and the ISO 8601 standard which says "Midnight is a special case and may be referred to as either "00:00" or "24:00", our understanding is that midnight may be represented as either 00:00:00, 24:00:00 or 23:59:59.

For example, 2016-08-01 00:00:00 represents the same date and time of 2016-07-31 23:59:59 or 2016-07-31 24:00:00.

However, according to the guidance, 23:59:59 and 24:00:00 should not be reported for delivery start time, but for delivery end time (23:59:59 is the preferred option). Time 23:59:59 or 24:00:00 on Day X should be reported as 00:00:00 in day X+1. The same applies to 06:00:00 and 05:59:59 to represent the end of a gas day.

Delivery Start Time for gas day should be reported as 06:00:00 or 05:59:59 on Day X and Delivery End Date should be reported as 06:00:00 or 05:59:59 on Day X+1.

When trading electricity, delivery start time should be reported as 00:00:00 on Day X if the delivery starts at the beginning of Day X. For delivery end time for an electricity contract, if the delivery ends at midnight of Day X or any other day, the preferable option to report is 23:59:59 (otherwise 24:00:00) on Day X or any other day.

Example: if the delivery starts on 2017.01.01 at the start of that day (Day X), a typical yearly electricity baseload contract is wrongly reported if the delivery start date and time is 2016-12-31 00:00, 2016-12-31 23:59:59 or 24:00:00. The delivery start date and time should be reported as 2017-01-01 00:00:00.

With regard to "contract start date and delivery start date may be different: e.g. the contract starts on 1 January 2017, but for peak contracts the delivery starts on Monday morning, which is 2 January 2017" reporting parties should pay attention to the guidance.

REMIT transaction reporting fields include Data Field (53) Days of the week which plays a pivotal role in the simplification of the reporting of delivery profiles. Please see also FAQs on transaction reporting – Question 2.1.48.

When "Days of the week" is reported correctly, the reported delivery profile will always be the same of the "actual delivery profile" of the contract.

Case 1 – delivery period falls within the calendar period

For electricity contracts, e.g. please see the relevant example in Annex II to the TRUM, a report for the monthly electricity peak load delivery for August 2014. The hourly delivery profile is defined by the fields:

Data Field (49) Delivery Start Date: 01/08/2014 identifies the date at which the delivery of the commodity starts as specified in the contract.

Data Field (50) Delivery End Date: 31/08/2014 identifies the date at which the delivery of the commodity ends as specified in the contract.

Data Field (53) Days of the week: WD identifies on which days of the week the delivery takes place, i.e. week days, as specified in the contract.

Data Field (54) Load Delivery Intervals: 08:00/20:00, as specified in the contract

In this specific case 1 August 2014 is Friday, therefore the physical delivery starts on that date. 31 August 2014 is Sunday, thus the physical delivery ends on Friday 29 August.

Case 2 – delivery period falls outside the calendar period

Furthermore, reporting parties should also pay attention to some special circumstances.

For gas contracts, e.g. see the relevant example in Annex II to the TRUM, given a gas day 06:00 on day D to 06:00 to D+1 may affect the reporting of their monthly contracts. A monthly gas delivery for August 2014, with physical delivery starting on 1 August 2014 delivers gas from 06:00 to 06:00 and the actual physical delivery ends on 1 September 2014 at 06:00. Therefore, the correct way of reporting this contract is:

Data Field (49) Delivery Start Date: 01/08/2014

Data Field (50) Delivery End Date: 01/09/2014

Data Field (53) Days of the week: empty to indicate every day

Data Field (54) Load delivery intervals: 06:00/06:00 Another special circumstance is when a monthly electricity off-peak load delivery for August 2014 start at 19:00:00 on 31/07/2014. These are typical monthly contracts but the delivery period falls outside the calendar days, rather than within them.

We are aware that these are industry standards and are used by Organised Market Places (OMPs) and the Agency would expect the reporting of delivery Start and End Date as shown above and in Annex II to the TRUM. The Agency is also aware that in most cases the same standards are used in bilateral trades (non-OMPs trades).

Question 2.1.46 Data Field (51) [DELETED]

Question 2.1.47 Data Field (52)

How to correctly map to the ACER load type values 'Shaped' and 'Other' What is the difference between these two values?

We trade the following structures:

Overnights (Blocks 1+2)

Extended Peaks (Blocks 3+4+5+6)

Weekday Block 4

Would these load types be 'Shaped' or 'Other'?

We think the above fall under 'Other'

Answer

If the price is the same for all the hours within the blocks, then BH for *block hours* should be used. If the price is different per each hour of the blocks, then it is a shaped product. In some cases it is possible to have a shaped product that has the same price for all the hours, but still a shaped product. Usually this is an OTC bilateral contract or voice brokered.

Question 2.1.48 Data Field (53)

Please can you provide some sample messages using the IB and XB notation, so including or excluding bank holidays. I can see them in the TRUM but am having problems visualising practically how they would work.

An Eastern European off-peak trade that delivers

M-F excluding bank holidays from 0-8

M-F excluding bank holidays from 20-24

Sat-Sun 0 – 24

AND Bank holidays 0-24

The problem is I can't see how to use IB and XB – the daysOfTheWeek tags are restricted in a way that I can't see how to store what I think should be the case i.e. adding XB to the MOtoFR days designation.

Is this the kind of detail you were intending? An example would be great. Thanks

```
<deliveryProfile>
        <daysOfTheWeek>MOtoFRXB</daysOfTheWeek>
        <loadDeliveryStartTime>08:00:00</loadDeliveryStartTime>
        <loadDeliveryEndTime>20:00:00</loadDeliveryEndTime>
</deliveryProfile>
<deliveryProfile>
        <daysOfTheWeek>MOtoFRXB</daysOfTheWeek>
        <loadDeliveryStartTime>08:00:00</loadDeliveryStartTime>
        <loadDeliveryEndTime>20:00:00</loadDeliveryEndTime>
</deliveryProfile>
<deliveryProfile>
        <daysOfTheWeek>SAtoSUIB</daysOfTheWeek>
        <loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>
        <loadDeliveryEndTime>00:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

Answer

XB indicates that on Bank Holidays that profile does not apply and it is excluded. IB indicates that on Bank Holidays the same profile applies. In order to correctly use XB and IB, the field <daysOfTheWeek> </daysOfTheWeek> has to be reported twice in order to indicate the exclusion or inclusion of Bank Holidays. For example:

For XB:

```
<deliveryProfile>
        <daysOfTheWeek>MOtoFR</daysOfTheWeek>
        <daysOfTheWeek>XB</daysOfTheWeek>
        <loadDeliveryStartTime>08:00:00</loadDeliveryStartTime>
        <loadDeliveryEndTime>20:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

For IB:

```
<deliveryProfile>
    <daysOfTheWeek>SAtoSU</daysOfTheWeek>
    <daysOfTheWeek>IB</daysOfTheWeek>
    <loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>00:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

Question 2.1.49 Data Field (53)

As per the TRUM document, Days of the week allows the value " " which means “All days”.

But the specification in the ACER XSD says;

```
<xs:simpleType name="daysOfTheWeekType">
        <xs:restriction base="xs:string">
                <xs:pattern value="((SU|MO|TU|WE|TH|FR|SA)to(SU|MO|TU|WE|TH|FR|SA))|(SU|MO|TU|WE|TH|FR|SA|XB|IB|WD|WN)"/>
        </xs:restriction>
    </xs:simpleType>
```

Due to this restriction, XML file fails validation wherever days of the week is " ".

We would like to flag this to ACER. As a solution to this issue, should we have to display SUtoSA for All Days instead of “ “? Please advise.

Answer

The symbol “ “ means blank and it means all days. Please note that the field is not mandatory.

Question 2.1.50 Data Field (54)

Load Delivery Intervals in standard schema is defined as time in HH:MM format. How to distinguish between the normal second hour and the third hour that is changed to 2’clock during the Long clock change?

The only way is to repeat the hours:

00:00/01:00 – first hour

01:00/02:00 – second hour

02:00/03:00 – third hour

02:00/03:00 - fourth hour

because there is no unique identification of traded period. But in this case ACER loos track what was traded in third period and what was traded in fourth period.

Answer

The above representation is the correct way to report the third and fourth hour of the day on the day of the clock change. The third and fourth hour should be ordered in a chronological order.

Question 2.1.51 Extra field in the schema [UPDATED]

We are an Organised Market Place and we would like to flag wash trades in our REMIT transaction reporting of Table 1. Could the Agency provide some guidance?

Answer

In the Agency's view, Organised Market Places aiming to flag wash trades in their REMIT transaction reporting can use the field "Extra" in schema REMITTable1_V1.xsd, ~~and~~**[Deleted]** REMITTable1_V2.xsd and **REMITTable1_V3.xsd[Added]** as indicated below:

Schema Table 1_V1:

<Extra>WashTradeFlag_Yes</Extra>

Schema Table 1_V2:

<Extra> WashTradeFlag==Yes; WashTradeFlag ==Yes;</Extra>

[added] Schema Table 1_V3:

<Extra>WashTradeFlag==Yes</Extra>

Please note that, schema Table 1_V3 allows the patterns of reporting for Schema Table 1_V2 but can also be used without having to report a second key==value pair. **[added]**

Question 2.1.52 Extra field in the schema [UPDATED]

MPs are required to bid the capacity based on the units (unit based bidding) in specific auction and continuous markets in the European Union. Could the Agency provide guidance on reporting of potentially useful information in particular unit information related to unit based bidding records of transactions including orders to trade?

Answer

In the Agency's view, the reporting parties shall use the Extra field in schema REMITTable1_V1.xsd, ~~or~~**[deleted]** REMITTable1_V2.xsd **or REMITTable1_V3.xsd [added]** and report the local unit ID codes in case of unit based bidding in both trade and order reports in applicable continuous (Contract type = CO) and auction markets (Contract type = AU).

In order to correctly map the information, the type of data to be reported is: ASSETIDSTRING

Example of Spanish **auction** and **continuous** markets: Unit ID code (Spain)->ABESC01->

BidUnitID=**ABESC01**

Schema Table 1_V1:

<Extra>BidUnitID**ABESC01**Yes</Extra>

Schema Table 1_V2:

<Extra>BidUnitID**ABESC01**==Yes;BidUnitID**ABESC01**==Yes</Extra>

[added] Schema Table 1_V3:

<Extra>BidUnitIDABESC01==Yes</Extra>

Example of Portuguese **auction** and **continuous** markets: Unit ID code (Portugal)->EGPPCX2 -> BidUnitID=**EGPPCX2**

Schema Table 1_V1:

<Extra>BidUnitID**EGPPCX2**Yes</Extra>

Schema Table 1_V2:

<Extra>BidUnitID**EGPPCX2**==Yes;BidUnitIDE**GPPCX2**==Yes</Extra>

[added] Schema Table 1_V3:

<Extra>BidUnitIDEGPPCX2==Yes</Extra>

Example of Irish **auction** and **continuous** markets: Unit ID code (Ireland) -> GU_400930-> BidUnitID=**GU400930**

Schema Table 1_V1:

<Extra>BidUnitID**GU400930**Yes</Extra>

Schema Table 1_V2:

<Extra>BidUnitID**GU400930**==Yes;BidUnitID**GU400930**==Yes</Extra>

[added]Schema Table 1_V3:

<Extra>BidUnitIDGU400930==Yes</Extra>

Example of Italian **auction** and **continuous** markets: Unit ID code (Italy) -> UP_VALMALENCO_1-> BidUnitID=**UPVALMALENCO1**

Schema Table 1_V1:

<Extra>BidUnitID**UPVALMALENCO1**Yes</Extra>

Schema Table 1_V2:

<Extra>BidUnitID**UPVALMALENCO1**==Yes;BidUnitID**UPVALMALENCO1**==Yes</Extra>

Note: Unit ID code should respect XSD constraints in regard to the character set allowed and should not contain particular prefix and suffix strings mentioned in the examples above (such as “BidUnitID”, “Yes “ and “==Yes “) nor separator (“-“,”_”, “ “..) or special characters (@, *,…).

In case additional tags, proposed by the Agency (such as “FullSet” tag), are reported in the Extra field they should be combined respecting XSD constraints.

[added] Schema Table 1_V3:

<Extra>BidUnitIDUPVALMALENCO1==Yes</Extra>

Please note that, schema Table 1_V3 allows the patterns of reporting for Schema Table 1_V2 but can also be used without having to report a second key==value pair. **[added]**

Question 2.1.53 Extra field in the schema [UPDATED]

An exchange offers to its clients the possibility to use trade types as Exchange for Physical (EFP) and Exchange for Swap (EFS), see below for more detail. Such trades are published on the screen with volume and price. The trade type flag identifies that a trade is a block-, an EFP- or an EFS trade, in order to allow the market to understand the differences in the trade types.

Exchange for Physical (EFP) – An EFP is a bilaterally negotiated transaction involving the simultaneous exchange of an Exchange futures position for a corresponding related cash or physical position. In such a transaction the buyer (seller) of the futures transaction is the seller (buyer) of a corresponding amount of the cash commodity, as appropriate, at a price mutually agreed upon.

Exchange for Swaps (EFS) – An EFS is a bilaterally negotiated transaction involving the simultaneous exchange of an Exchange futures position for a corresponding related OTC swap or other OTC derivative in the same or related product.

Potential issue: There is currently - by our understanding - no possibility to identify and make these trade types visible in the transaction report (these type of contracts are all bilaterally agreed trades) while the price of the exchange leg (e.g. a TTF Future) is based on a previously agreed contract price (a historical price) and therefore will not always be a current market price at the moment the EFP / EPS is submitted to the exchange for registration.

Could ACER provide guidance on how to flag such trades in the transaction reporting?

The exchange does not advise excluding EFP and EFS trade types from reporting to ACER, because the future leg of an EFP or EFS is a standard contract as defined under Regulation article 3.1.a.vi.

Answer

In the Agency's view, the reporting parties should use the "Extra" field for trades in the schema REMITTable1_V2.xsd **or REMITTable1_V3.xsd [added]** and report the codes "EFP" or "EFS". The same might be adopted for trades referred to the central limit order book "CLOB".
The indications on how to populate such a field are provided in FAQ 2.1.52.

In general, given the type of trade ABC, the REMITTable1_V2.xsd schema field should be filled as:

REMITTable1_V2.xsd
<Extra>TradeType==ABC;TradeType==ABC</Extra>

[added] The REMITTable1_V3.xsd schema field can also be filled as:
<Extra>TradeType==ABC</Extra>

Since the Extra field can be populated also for the reporting of different information (e.g. unit ID code for unit base bidding), it is worth noting that in order to provide more than one value, ';' should be used to separate Key==Value pairs.

For example, in case information on both the unit base bidding and trade type have to be reported in the Extra field. Then such information in REMITTable1_V2.xsd should be reported as:

<Extra>BidUnitIDUNIT01==Yes;BidUnitIDUNIT01==Yes;TradeType==ABC;TradeType==ABC</Extra>

[added] When reported using REMITTable1_V3.xsd, such information can also be reported as:

<Extra>BidUnitIDUNIT01==Yes; TradeType==ABC</Extra>

Please note that, schema Table 1_V3 allows the patterns of reporting for Schema Table 1_V2 but can also be used without having to report a second key==value pair. **[added]**

II.2.2 Trading examples – Annex II

The Section contains answers to questions regarding specific trading scenarios and examples on standard contracts included in Annex II to the TRUM.

Question 2.2.1

We understand that an order will not be required for Click & Trade as per Annex II of the TRUM, but is there a way of indicating that the Trade is a Click and Trade so that it won't get rejected for not having a valid Order associated with it?

Suggested solution: We think the answer to this is already in the .XML sample. There is an optional tag called 'clickAndTradeDetails' which we would use to indicate the Trade type.

Answer

It is our understanding that a Click & Trade is a Limit order which aggresses the initiator order. When reporting click and trade transactions the reporting parties have to report:

For the Initiator:

1) A Limit Order and report it as an order;

2) A trade report reporting Data Field (12) with "I"

For the Aggressor who aggresses the initiator's order:

A trade with the tag called 'clickAndTradeDetails' where the aggressor provides the order details of the initiator's order report (i.e. "LIM" for Limit Order in the order type. There is no order report of the aggressor.

However, the Agency is aware that some trading systems automatically create the order for the Aggressor when a Click&Trade takes place. In this case, when reporting Click&Trade transactions, the reporting party can decide to send also the Aggressor's order report.

Please see examples in Annex II to the TRUM and XML examples related to them available on the REMIT Portal.

Question 2.2.2

In case of different, but valid, interpretations of delivery profiles, which one has to be chosen for transaction reporting?

As an example - an off peak trade I currently build as

```
<deliveryProfile>
    <daysOfTheWeek>WD</daysOfTheWeek>
    <loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>08:00:00</loadDeliveryEndTime>
</deliveryProfile>
<deliveryProfile>
    <daysOfTheWeek>WD</daysOfTheWeek>
```

```
    <loadDeliveryStartTime>20:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>00:00:00</loadDeliveryEndTime>
</deliveryProfile>
<deliveryProfile>
    <daysOfTheWeek>WN</daysOfTheWeek>
    <loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>00:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

but it could equally, legally be described as this.

```
<deliveryProfile>
    <daysOfTheWeek>WD</daysOfTheWeek>
    <loadDeliveryStartTime>20:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>08:00:00</loadDeliveryEndTime>
</deliveryProfile>
<deliveryProfile>
    <daysOfTheWeek>WN</daysOfTheWeek>
    <loadDeliveryStartTime>00:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>00:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

We would prefer our version as it is clearer, does it matter? They are both schema valid and correct to our mind

Same question for NBP gas. We currently generate this

```
<deliveryProfile>
    <daysOfTheWeek>WD</daysOfTheWeek>
    <loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>
</deliveryProfile>
<deliveryProfile>
    <daysOfTheWeek>WN</daysOfTheWeek>
    <loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

but equally it could be this

```
<deliveryProfile>
    <loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

again, we prefer our version as being clear, again does it matter - will ACER accept both?

We would prefer ACER to accept all variants of this , otherwise ACER will have to describe a "reference" implementation for everything , which takes time to do and then time for everyone to implement and time is something that we don't have a lot of

Answer

With regards to the electricity example:

```
<deliveryProfile>
    <daysOfTheWeek>WD</daysOfTheWeek>
    <loadDeliveryStartTime>20:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>08:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

This would mean that delivery started on Mon 20:00 to 00:00 and Tue 00:00 to 08:00 and 20:00 to 00:00, etc. but that means it misses the period between 00:00 to 08:00 on Mon.

With regard to the code in the natural gas example:

```
<deliveryProfile>
    <loadDeliveryStartTime>06:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>06:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

This applies to every day delivery from 06:00 am to 06:00 am irrespective of the day.

While WD from 06:00 am to 06:00 am + WN from 06:00 am to 06:00 am may represent the same thing of all days from 06:00 am to 06:00 am, the use of the smallest possible set of information is the correct way to report such a transaction: e.g. all days 06:00 am to 06:00 am and not WD + WN.

The reporting of WD + WN profiles should be avoided when it is not needed. For example: a yearly forward contract for the delivery of gas from 06:00 am to 06:00 am every day of the year can be represented with one delivery period for all days as seen above, WD + WN profiles or it can be repeated 365 days, one per each deliver day. Since the all-day from 06:00 am to 06:00 am profile is the simplest one, this should be used.

Reporting parties that aim at a successful transaction reporting should pay attention to the trading examples reported in Annex II of the TRUM and should not deviate from it unless previously discussed with the Agency.

In addition, for electricity delivery profiles that start at 23:00, e.g. a baseload contract delivery starts at 23:00 on Sunday and delivery ends at 23:00 on Friday, this should be reported as SUtoFR from 23:00 to 23:00

```
<deliveryProfile>
    <daysOfTheWeek>SUtoFR</daysOfTheWeek>
    <loadDeliveryStartTime>23:00:00</loadDeliveryStartTime>
    <loadDeliveryEndTime>23:00:00</loadDeliveryEndTime>
</deliveryProfile>
```

The profile WD from 23:00 to 23:00 :

```
<deliveryProfile>
    <daysOfTheWeek>WD</daysOfTheWeek>
    <loadDeliveryStartTime>23:00:00</loadDeliveryStartTime>
```

<loadDeliveryEndTime>23:00:00</loadDeliveryEndTime>

</deliveryProfile>

would not represent the same thing and it should not be used.

Question 2.2.3

Due to idiosyncrasies of the Gas market, on certain times every month there are contracts that are in effect duplicates of each other, from a delivery point of view.

For example, on Fri 24th July, both the "Balance of Month" and "Working days next week" contract quoted on screen will result in delivery of the same commodity – from 27-31st July inclusive.

These are shown as 2 different contracts on the broker screen so have 2 different order books and clients can place orders and trade in either contract.

We would like to check that reports of, for example, 2 orders on 2 different contract IDs would be accepted, even though the details of the two contracts and delivery profiles would in effect be the same.

We can see the test ARIS system accepts this, we just want assurance that you do not think that this violates any rules.

We can see why this may be undesirable as you would not want people making up different contract IDs all of the time, however in this instance the traders see 2 distinct order book on the screen and we feel that it is valid to report in this way, if the order books are separate.

Answer

If there are two different contracts and these are shown as two different contracts on the broker screen, so they have two different order books and the traders see two distinct order books on the screen, these contract should be reported with different IDs.

The fact that on certain times every month there are contracts that are in effect duplicates of each other, from a delivery point of view, it does not mean that they are the same. They are two different contracts with the same delivery profiles (and they may trade at the same price, but traded in two different order books and they should be reported separately.

Question 2.2.4

How to correctly link a Gas Sleeve Spread executed voice by a broker.

We have the following trades resultant from a voice traded Sleeve Spread between two customers using a Sleeve:

Trade 1: Cust1 Vs Sleeve 1

Trade 2: Sleeve 1 Vs Cust2

Trade 3: Cust2 Vs Sleeve 1

Trade 4: Sleeve 1 Vs Cust1

The question is how to link the legs of the trades.

We suggest that the trades should be linked in the following manner:

We have used the combined logic from the Sleeve trading example and Dirty Spark Spread example.

Trade1	Cust 1	Vs	Sleeve1
	Linked ID of Trade 4		Linked ID of Trade 2

Trade 2:	Sleeve1	Vs	Cust2
	Linked ID of Trade 1		Linked ID of trade 3
Trade 3:	Cust 2	Vs	Sleeve 1
	Linked ID of Trade 2		Linked ID of Trade 4
Trade 4:	Sleeve 1	Vs	Cust 1
	Linked ID of Trade 3		Linked ID of Trade 1

Answer

The Agency's interpretation of the table is the following:

Trade No.	First MP	Counterparty	Reported Linked ID	
			By First MP	By Counterparty
Trade 1	Customer 1	Sleeve1	Trade 4	Trade 2
Trade 2	Sleeve1	Customer 2	Trade 1	Trade 3
Trade 3	Customer 2	Sleeve 1	Trade 2	Trade 4
Trade 4	Sleeve 1	Customer 1	Trade 3	Trade 1

When a trade occurs across multiple products *due to the nature of the product*, e.g. a product which is a spread of two or more products falling under the scope of REMIT, a trade report for each product has to be reported and the different trades are to be linked to each other when they are executed simultaneously on the Organised Market Place. For example, Dirty Spark Spreads for a trade that involves electricity and gas: the two contracts are reported separately, with one leg for the electricity and one leg for the gas trade. The two legs, i.e. gas and electricity trades, need to be linked together via Data Field (32) Linked transaction ID.

Same applies to Physical Swaps for a trade that involves two gas or electricity trades: a geographical physical swap involves two trades, e.g. selling gas in a particular delivery point and buying it in another delivery point. Both trades have to be reported separately and linked together via Data Field (32) Linked transaction ID if they are traded simultaneously.

The whole chain of trade reports and the Linked Transaction ID fields should look like the relevant example in Annex II of the TRUM.

Question 2.2.5 [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 2.2.6

A European gas within day trade ends up on a different "contract" to the order due to the nature of European within day gas.

Orders for example for TTF within-day gas are placed on a generic "TTF Within day" contract that has a definition of a delivery time of 6 AM the current day to 6AM the following day.

Post deal, the actual start time is verbally agreed between the participants so the "contract" does not match the contract of the order.

Would ACER accept the fact that an order did not match the trade (different contract) or would it get rejected?

A proposal would be that ACER accepts the fact that the contract for the trade will not always match the contract of the order. However, doing so would mean that a lot of validations end up being turned off.

An alternative would be use the "voice" flag on the trade, but still attach it to an order. The voice flag would indicate that the trade was modified/clarified by voice.

An alternative would be that ACER adds an additional field to the transaction details part of the schema to allow the transaction to be flagged in a way that says "this does not match the order" or "this trade was clarified by voice". This may be useful for other scenarios too.

Answer

As far as we understand there are some European countries where gas within-day contracts can be delivered from 06:00 am to 06:00 am of the following day (daily balancing), while in other European countries there are 24 tradable contracts one for each hour from 06:00 am to 06:00 am of the following day (hourly balancing). When these hourly contracts are traded on exchanges each contract should have a different ID. This is the same as for most of the hourly electricity contracts represented in Annex II of the TRUM which applies to gas within-day contracts, too. However, in some circumstances, e.g. when gas within-day contracts are traded in broker platforms and related to markets with hourly balancing, this may be handled differently.

As the gas within-day contracts are advertised for the 06:00 am to 06:00 am delivery on the broker platforms, after the orders have matched on the screen, the two parties agree the starting time of the delivery during the day which will last until 06:00 am of that gas day.

Therefore, reporting parties may report for example:

1. two orders that are matched at 10:00 am on a gas within-day contract for a 06:00 am to 06:00 am delivery as advertised by the broker platform
2. two trades, on the gas within-day contract for a 06:00 am to 06:00 am delivery, with a total quantity that reflects the starting delivery time of that gas day.

For a 30MW capacity:

Example 1: the trade has total volume 180 (meaning that with 30MW capacity the start time is 24:00)

Example 2: the trade has total volume 360 (meaning that with 30MW capacity the start time is 18:00)

Example 2: the trade has total volume 450 (meaning that with 30MW capacity the start time is 15:00)

In this case the trades are related to the same contract ID as the orders. However, if the broker platform advertises 24 different contracts, these should be reported with different IDs.

Question 2.2.7

How do we report an Electricity hourly trade of a standard contract available to trading at XXXX SPOT Market, which has been performed OTC between two participants of XXX SPOT Market, and has been sent to XXXX SPOT market system for clearing?

Answer

If the trade takes place on an exchange without orders on screen (e.g. cleared), this trade should be reported as any other trade that takes place on exchange. In this case, Data Field (33) Linked order ID should report the value of "NA" to indicate that there was not any order visible to the market.

Please also see the relevant example in Annex II to the TRUM.

Question 2.2.8

Reporting of a Linked FOK basket of two orders:

- an Electricity block (of 3 hours)

- an hourly order

The two orders are part of a basket which has a "Linked Fill or Kill" condition (either all the orders of the basket are entirely and immediately executed or all the orders of the basket are immediately cancelled)

Would it be possible to report it using the Linked order ID with the addition of a prefix to the linked order ID?

Answer

Please see the relevant example in Annex II to the TRUM. Although such example 1.07 is for auction markets and refers to Exclusive Group of Blocks, the same principle can be applied to orders placed on continuous markets. The first Linked Order ID (33) value should report the Block ID for the block order and the second Linked Order ID (33) value should report the Unique Basket ID.

Please see also Example 2.18 in Annex II to the TRUM.

Question 2.2.9

What is a trade? In order to be able to report trades it is important that there is a clear definition of a "trade". The legislation refers to a "contract" and *"both parties to the contract should report the required details of the concluded contract"* which confirms our view that a "trade" is only reportable if it is accepted by all parties to be a legally binding contract for delivery of gas or power.

Example 1: "trades" entered in error by a human – i.e. against the incorrect trader, counterparty, or at the wrong price.

Example 2; temporary "trades" entered into the system by a broker as a placeholder in the course of processing a trade such as:

(a) a sleeve trade pending the creation of the final trades;

(b) a spread trade where the headline spread trade is deleted and replaced by the constituent physical legs.

There is a precedent here for only reporting the legally binding and mutually agreed trades.

Our view, backed up by our lawyer, is that these are not "contracts" because it does not constitute an agreement or contract for the delivery of gas or power. In practical terms, the parties do not book placeholder "trades" in their ETRM systems and would therefore be unable to report them in any event.

Indeed, placeholder "trades" or "trades" entered into the system in error might not be able to be booked into a market participant's systems at all for a number of reasons such as:

- the other party to the "trade" not existing as a counterparty in the system;
- not having available bilateral credit with the counterparty;
- not having completed know your customer (KYC) on the counterparty; or
- being prohibited from dealing with the counterparty due to sanctions.

Screen orders that were traded in error would be visible to the Agency indirectly – because the Agency would see an "orphaned" matched order, with no corresponding trade referencing it, so the Agency would be aware that the market had seen a "trade" which was subsequently cancelled. Details of the precise workflow would be available to the Agency upon request.

We monitor orders that were traded in error for signs of market abuse as part of our standard monitoring processes.

Answer

With regards to matched orders that for some reasons do not become trades and do not constitute an agreement or contract for the delivery of gas or electricity, only matched orders may be reported. In any trades there are always two orders that match: the buyer's and the seller's one and they both have to be reported as order placed in the market first, and then as matched orders and cancellation lifecycle events for both of them to indicate that those orders have not originated a trade and that the transaction was cancelled for some reasons.

If a system stores only the initiator order and the click and trade order/trade for the aggressor, then the reporting parties should report the initiator matched order, the initiator trade that would have been reported if the transaction went through, and the aggressor click and trade order/trade which matches the initiator order. Then a lifecycle event of the two transactions should be reported to indicate that the trade was not finalised.

Alternatively, if a system stores only the initiator order and the click and trade order/trade for the aggressor, then the reporting parties may report the initiator matched order and the aggressor click and trade order/trade which matches the initiator order and link it to it. Then a lifecycle event should be reported to indicate that the trade was not finalised.

Please see the relevant example in Annex II to the TRUM.

Question 2.2.10

A common workflow in our broking system is the aggregation of a number of similar deals into one "big ticket" – particularly prevalent where the deals are going to have a manual process applied to them anyhow such as sleeve deals or spread deals.

The clarification requested is how to report these deals

Party A and B trade 4 times today the NCG/TTF spread for June – so Party A initiated 4 orders at of 30 MW, at 0.225 and party B aggressed them.

The result is 4 x NGC/TTF Jun spreads at .225. These trades are not reportable as they are spread trades – however when the spreads are broken individually into an NCG leg and a TTF leg, they would reference the relevant orders – so 8 resulting trades in all (16 reportable sides).

2 trades would reference each order – the initiated side for the NCG and the initiated side for the TTF leg. The aggressed side would be a "click to trade" report.

Order 1 NCG/TTF 30MW

Order 2 NCG/TTF 30MW

Order 3 NCG/TTF 30MW

Order 4 NCG/TTF 30MW

Trade 1 (initiate side) NCG leg (30MW) – Order 1

Trade 1a (aggress side) NCG leg (30MW) – Click trade

Trade 1b (initiate side) TTF leg (30MW) – Order 1

Trade 1c (aggress side) TTF leg (30MW) – Click trade

Trade 2 (initiate side) NCG leg (30MW) – Order 2

Trade 2a (aggress side) NCG leg (30MW) – Click trade

Trade 2b (initiate side) TTF leg (30MW) – Order 2

Trade 2c (aggress side) TTF leg (30MW) – Click trade

Trade 3 (initiate side) NCG leg (30MW) – Order 3

Trade 3a (aggress side) NCG leg (30MW) – Click trade

Trade 3b (initiate side) TTF leg (30MW) – Order 3

Trade 3c (aggress side) TTF leg (30MW) – Click trade

Trade 4 (initiate side) NCG leg (30MW) – Order 4

Trade 4a (aggress side) NCG leg (30MW) – Click trade

Trade 4b (initiate side) TTF leg (30MW) – Order 4

Trade 4c (aggress side) TTF leg (30MW) – Click trade

However, the market convention here is to break the spreads not as four individual trades, but as a single trade of 120 MW. The question is how to report this.

Our view is that when a number of trades are bagged up into a single trade, that the reporting should be as below:

The single pair of 120MW trades (1 NCG and 1 TTF trade) would each reference the orders concerned

- Order 1 NCG/TTF 30MW
- Order 2 NCG/TTF 30MW
- Order 3 NCG/TTF 30MW
- Order 4 NCG/TTF 30MW

- Trade 1 (initiate side) NCG leg (120MW) – Order 1, Order 2, Order 3, Order 4
- Trade 1a (aggress side) NCG leg (120MW) – Click trade
- Trade 1b (initiate side) TTF leg (120MW) – Order 1, Order 2, Order 3, Order 4
- Trade 1c (aggress side) TTF leg (120MW) – Click trade

This way ACER will be able to see the relationship between the orders and resulting deals. Otherwise, ACER will get 3 matched orders with no resulting deal records at all, and 1 order with a deal record that does not match the order.

Answer

Each order must match another order irrespective if the latter is a click and trade order/trade or not.

The correct way to report the above transitions is :

(initiator side)	**(aggressor side)**

Orders 1. Order 1 NCG/TTF 30MW 2. Order 2 NCG/TTF 30MW 3. Order 3 NCG/TTF 30MW 4. Order 4 NCG/TTF 30MW	**Orders** Because these are Click and Trade orders, they are reported with the trade reports under Click and trade section of the Schema
Trades 1. NCG leg (120MW) – UTI 123NCG linked to Order 1 – linked to UTI 123TTF 2. TTF leg (120MW) – UTI 123TTF linked to Order 1 - linked to UTI 123NCG ……. 3. NCG leg (120MW) – UTI 345NCG linked to Order 2 - linked to UTI 345TTF 4. TTF leg (120MW) – UTI 345TTF linked to Order 2 - linked to UTI 345NCG ……. 5. NCG leg (120MW) – UTI 678NCG linked to Order 3 - linked to UTI 678TTF 6. TTF leg (120MW) – UTI 678TTF linked to Order 3 - linked to UTI 678NCG ……. 7. NCG leg (120MW) – UTI 901NCG linked to Order 4 - linked to UTI 901TTF 8. TTF leg (120MW) – UTI 901TTF linked to Order 4 - linked to UTI 901NCG	**Trades** 1. NCG leg (120MW) – UTI 123NCG Click and trade – linked to UTI 123TTF 2. TTF leg (120MW) – UTI 123TTF Click and trade - linked to UTI 123NCG ……. 3. NCG leg (120MW) – UTI 345NCG Click and trade - linked to UTI 345TTF 4. TTF leg (120MW) – UTI 345TTF Click and trade - linked to UTI 345NCG ……. 5. NCG leg (120MW) – UTI 678NCG Click and trade - linked to UTI 678TTF 6. TTF leg (120MW) – UTI 678TTF Click and trade - linked to UTI 678NCG ……. 7. NCG leg (120MW) – UTI 901NCG Click and trade - linked to UTI 901TTF 8. TTF leg (120MW) – UTI 901TTF Click and trade - linked to UTI 901NCG

When a trader aggresses an order on the screen and he accepts the initiator order price, he places a limit order. The fact that this order is not stored in the broker's or exchange's platform as an order does not means that it is not an order.

Please see the relevant example in Annex II to the TRUM.

Question 2.2.11

When a group of trades such as spreads are executed, to break them as one trade but where the volume is then agreed to be different to the sum of the constituent parts.

Party A and B trade 4 times today the NCG/TTF spread for June – so Party A initiated 4 orders at of 30 MW, at 0.225 and party B aggressed them. The result is 4 x NGC/TTF Jun spreads at .225. These trades are not reportable as they are spread trades. It is then mutually agreed to adjust the total volume to for example either 115MW or 125MW, so the total can go either up or down from the sum of the parts.

As an example the following deals are created.

NCG leg (125MW)

TTF leg (125MW)

The open question would be then whether ACER wants the trades tagged as "voice" or some other tag to indicate that the trade does not match the sum of the orders.

Our view is that when a number of trades are bagged up into a single trade, that the reporting should be as below:

The single pair of 125MW trades (1 NCG and 1 TTF trade) would each reference the orders concerned

Order 1 NCG/TTF 30MW

Order 2 NCG/TTF 30MW

Order 3 NCG/TTF 30MW

Order 4 NCG/TTF 30MW

Trade 1 (initiate side) NCG leg (125MW) – Order 1, Order 2, Order 3, Order 4

Trade 1a (aggress side) NCG leg (125MW) – Click trade

Trade 1b (initiate side) TTF leg (125MW) – Order 1, Order 2, Order 3, Order 4

Trade 1c (aggress side) TTF leg (125M0W) – Click trade

Optionally these trades should also be tagged as "voice" or some other tag to indicate a verbal amendment to a screen trade, as these are not "voice" trades in the conventional sense and we think it likely that ACER would want to maintain the link between the screen orders and the resulting trades.

Answer

Each order must be matched by another order irrespective of whether the latter is a click and trade order/trade or not. Their amendment occurs outside the screen and it may be reported as amendment of one or all of the previously agreed trades or as a separate voice brokered trade (buy or sell trade according to the volume change) if this can be considered a separate transaction. Please see also the previous question and its answer.

Question 2.2.12

A question on behalf of a Market Participant who has traded a gas Swing deal with us (we are an OMP).

There is an assumption that clients have to report the deliveries that result from the daily exercise/nominations on the swing deal – this is shown in your Annex II examples for bilateral swing deals and execution reports for deliveries. However, there are no examples for reporting any deliveries from an OMP traded swing deal.

Since an OMP traded swing deal cannot be reported in Table 2, then the rules as they currently stand imply that you cannot use the Table 1 report "executions on a non-standard contract" in the same way as if you had a bilateral Swing deal, because the OMP traded deal is "Standard" by REMIT definitions.

Firstly, can you confirm that clients are expected to report the deliveries resulting from Nomination/Exercise of Swing rights?

Secondly, if the answer to question 1 is true then can you advise how this should be done?

Practical example:

A TTF Cal17 Buyer's Swing

Hourly Quantity Minimum 0 MWh

Hourly Quantity Maximum 300 MWh

Total Contract Quantity Minimum 720,000 MWh

Total Contract Quantity Maximum 720,000 MWh

(i.e. 100% take or pay)

Nominated on Working days

(Note that this deal if brokered could be identical in characteristics to a bilateral deal direct between counterparties, which would be reported on Table 2 and executions on Table 1 as EXECUTION reports.)

Answer

Based on the information available to us, the assumption that the clients have to report the deliveries that result from the daily exercise/nominations on the swing deal may not be applicable to this case. It depends on whether the option exercise results into the exercise of nominations or into the exercise of a forward contract that leads to nominations. If the former is the case, there is no need to report additional information. If the latter is the case, the contract results into a new forward contract and then this should be reported. Please see Question 1.1.12 of our FAQs on Transaction Reporting document.

As pointed out in the question, since the OMP traded a swing deal that cannot be reported on Table 2, a workaround to report such swing trades should be applied. For example, we would recommend:

The option should be reported with "Other" in the Option Style field (as opposed to European/American etc.). The Exercise Date field (a repeatable field) should be used to list all the exercise dates.

The premium should be reported as an amount per unit of energy, the same way as a regular Option premium would be reported and in order to report the key additional parameters of the deal the Extra Field should be used to provide value pairs. With regard to the use of field "Extra", this should not be used in other ways unless previously discussed and agreed with ACER. Please also note that Table 1 Schema V1 is different than T1 Schema V2.

For the following fields for hourly delivery contracts:

HourlyQmin = Hourly Quantity Minimum 0 MWh

HourlyQmax = Hourly Quantity Maximum 300 MWh

TotalCQmin =Total Contract Quantity Minimum 720,000MWh

TotalCQmax=Total Contract Quantity Maximum 720,000MWh

Example:

Schema Table 1_V1:

<Extra>HourlyCQmin_0MWh HourlyCQmax_300MWh TotalCQmin_720000MWh TotalCQmax_720000MWh</Extra>

Schema Table 1_V2:

<Extra>HourlyCQmin==0MWh;HourlyCQmax==300MWh;TotalCQmin==720000MWh; TotalCQmax==720000MWh</Extra>

Or for daily delivery contacts such as gas:

DailyQmin= Daily Quantity Minimum 0MWh

DailyQmax= Daily Quantity Maximum 24000MWh

TotalCQmin=Total Contract Quantity Minimum 720,000MWh

TotalCQmax=Total Contract Quantity Maximum 720,000MWh

Example:

Schema Table 1_V1:

<Extra>DailyCQmin_0MWh DailyCQmax_300MWh TotalCQmin_720000MWh TotalCQmax_720000MWh</Extra>

Schema Table 1_V2:

<Extra>DailyCQmin==0MWh; DailyCQmax==300MWh;TotalCQmin==720000MWh; TotalCQmax==720000MWh</Extra>

Question 2.2.13 [UPDATED]

Within the SIDC (Single Intraday Coupling) an increase of cross-border capacity may lead to the coupling of two Order Books (OBs). In such cases, compatible orders initially placed on the individual OBs are automatically matched by the trading system via a different matching process (batch-matching), which is referred as "mini-auctions".

How such order matching via the mini-auction shall be reported?

Answer

With reference to the reporting of the mini-auctions, the Agency's understanding is that the orders maintain the same OrderID and are automatically transferred without any action by the market participants to the mini-auction, lasting a few seconds. Such a mini-auction represents a technical solution for the auto-matching system of the orders in the intraday coupling algorithm, but from the data reporting point of view, there is no need to report such an event by suspending the continuous session and reporting the orders in the mini-auction referred to a different ContractID. It will be sufficient to flag the trades resulting from such an auto-matching functionality of the intraday coupling algorithm by reporting the indication "BM" (batch matching) in the Extra field in schema REMITTable1_V2.xsd and **REMITTable 1_V3.xsd [added]** as indicated below:

REMITTable1_V2.xsd:

<Extra>BM==Yes;BM==Yes</Extra>

[added] REMITTable 1_V3.xsd:

<Extra>BM==Yes</Extra>

Please note that, schema Table 1_V3 allows the patterns of reporting for Schema Table 1_V2 but can also be used without having to report a second key==value pair.

II.2.3 Derivatives

The Section contains answers to questions regarding derivatives relating to contracts for the supply of electricity or natural gas.

Question 2.3.1

For Cash Settled products, do we need to provide all the delivery details? For example, Delivery Start date, Delivery end dates and Delivery Profile are currently mandatory fields.

Are there default values that we should use to indicate they are Cash Settled or will the field be made optional in the next version of the Table1 Schema?

Suggested solution: e.g. we could use "00:00Z to 24:00Z" in the Delivery Start/End dates.

Answer

For Cash Settled products the delivery details should be provided as for physical products. Delivery Start date, Delivery End date and Delivery Profile are mandatory fields. Any derivative related to EU gas or electricity (or their transportation) has a reference price or index. This reference price (or index) is related to the commodity which is delivered somewhere in the EU on a specific date and time.

Please note that for delivery periods "00:00Z to 24:00Z" format is not valid. Delivery profiles are reported in local time e.g. 00:00 to 24:00.

Question 2.3.2

Futures trades on exchanges can cascade. Are cascades reportable?

Example: Participant executes a futures trade on an exchange. Trade goes into delivery, resulting in the creation of one or more physical trades by the exchange.

Cascaded trades are not reportable because the original futures trade will have been reported by the participant.

Answer

Please see the TRUM and Annex III to the TRUM which already clarify what it is a reportable transaction. Cascade trades are post-trade events and not reportable because the original futures are reported by the participant. Cascade trades are not transactions in the REMIT sense. This is in line with the meaning of entering into transaction according to Article 5 of MiFID I where the meaning of entering into transaction does not include actions related to option exercise, settlement or clearing.

Question 2.3.3

We would like to know whether the orders introduced in retail CFD trading platforms for the trading of electricity or gas CFDs, are covered by the REMIT reporting obligation.
For example, currently there are CFDs on gas and electricity trades that are being reported to comply with EMIR reporting obligations. Since these trades are done in "retail" platforms, we are wondering if the orders associated to them are reportable under REMIT. The doubt arises because these platforms are commonly known as retail platforms and REMIT normally applies to wholesale trading.

Answer

The Agency understands that Contracts For Difference (CFD) are derivatives (similar to futures). Guidance on reporting derivatives can be found in the TRUM and in Annex III to the TRUM available on the REMIT portal. The Agency believes that the question raised is already sufficiently addressed in Annex III to the TRUM.

Question 2.3.4

If 'alpha' trades identified by the UTI generated by the OMP are reportable under REMIT (if not reported under EMIR) then do the lifecycle events of the 'gamma' trade qualify as eligible for reporting, if so how is the UTI of the 'gamma' trade linked and is the Clearing Broker expected to report their side?

Answer

The Agency has already provided its understanding in Annex III to the TRUM, according to which clearing brokers do not have reporting obligations under REMIT for their clearing activity. The UTI of the transaction executed at the exchange may be different than the UTI of the back to back transaction reported by the executing broker (or other member of the exchange) and their clients. Still, both transactions should indicate the Organised Market Place they were originating from.

Executing Brokers can report their transactions in two ways:

- reporting two trade reports: one trade executed on the exchange and one trade as a back-to-back transaction with their client; or

reporting one trade report: one trade report which includes their client information in the Beneficiary ID Data Field (8) if the client is a REMIT market participant

Question 2.3.5

Art. 6(1) REMIT Implementing Regulation

Since X Exchange doesn't have an order book, X Exchange doesn't receive any orders and therefore X Exchange doesn't have the obligation to send their orders to ACER, nor it needs to offer the service to its members to report the orders (which as commented are inexistent) to ACER. Please confirm.

Answer

If X Exchange does not have an order book and does not receive any orders, then X Exchange does not have the obligation to offer to their clients the reporting service for their orders to the Agency.

If there are no orders to be reported, X Exchange may offer the reporting service to their clients for trades reportable under REMIT.

Question 2.3.6

In some cases where trades are executed via a broker, these trades are in the broker's books for some time until the position is allocated to the respective customers.

Are these brokers considered to be market participants? If so, (how) would this interfere with them being OMPs?

By consequence: do these trades with brokers as counterparties need to be reported under REMIT? Or are only the allocations (give-up/take-up) to be reported?

Answer

Our understanding is that firms may have several business activities. When a firm is an executing broker (exchange member) and is also an Organised Market Place (it runs a Broker platform) the firm has two different types of business and it should be treated as such. For their executing broker business the firm may need to register with the competent NRA as market participant. Further details can be found in Annex III to the TRUM available on the REMIT Portal.

Question 2.3.7

For Exchange Traded Commodity Derivatives only, executed by an Executing broker and cleared at a Clearing Broker. From the Executing Brokers point of view only:

1. Can ACER confirm that if an underlying client is not a REMIT market participant, then we as the executing broker have no obligation to populate them as the beneficiary in Data Field (8)?
2. Can ACER confirm that if an underlying client has registered as a REMIT market participant, however only executes cash settled derivatives, with no ability to make or take delivery and is not an exchange member, they would not be considered market participants for the purpose of reporting these trades only and therefore we as the executing broker have no obligation to populate them as the beneficiary in Data Field (8)?
3. Can ACER confirm that if an executing broker knows they are giving up an executed transaction to an EMIR regulated clearing broker, or for a client who is required to report under EMIR, they can place reliance on the fact that the beneficiary will be reported under EMIR? Order details will still be reported as standard by us via the OMP.

Answer

With regard to point (1) Data Field (8) Beneficiary ID indicates the ID of the beneficiary of the transaction in the case that the trade is executed by a third party *on behalf of a market participant*. If

an executing broker's underlying client is not a REMIT market participant, then the executing broker may not populate the beneficiary in Data Field (8).

With regard to point (2), if an executing broker underlying client has registered as a REMIT market participant (meaning that *that person enters into transactions, including the placing of orders to trade, in one or more wholesale energy markets)* even if only executes cash settled derivatives, with no ability to make or take delivery and is not an exchange member, that person would be considered market participant for the purpose of reporting all their trades and orders and therefore the executing broker may populate that market participant as the beneficiary in Data Field (8).

If a person is a market participant that person has to report all their transactions in wholesale energy markets irrespective of where they take place. If Data Field (8) is not populated, a back to back transaction between the executing broker and their underlying client should be reported, unless that transaction was already reported under EMIR.

With regard to point (3) above, according to the ANNEX III of the TRUM, under REMIT the executing broker (e.g. firm ABC) has to submit the order details only. This reporting must be done by delegation to the Organised Market Place or third party service provider. Firm ABC does not have to submit any trade report if the trade was reported under EMIR. Contract details reported by the clearing broker (Firm XYZ) and by the executing broker's client (Client 123), under EMIR and, according to the Agency's understanding, should make reference to the executing broker.

Question 2.3.8

For Exchange Traded Commodity Derivatives only, executed by an executing broker and cleared at a clearing broker. From the end client's point of view only:

1. Can ACER confirm that if an underlying client is not a REMIT market participant, then they themselves have no reporting obligation?
2. Can ACER confirm that if an underlying client has registered as a REMIT market participant, however only executes cash settled derivatives, with no ability to make or take delivery and is not a direct exchange member, they would not be considered market participants for the purpose of reporting these trades only and themselves would not have a reporting obligation?
3. Can ACER confirm that if a client is a REMIT market participant, which has a reporting obligation, but does not clear through an EMIR regulated clearing broker, or have any reporting obligations under EMIR, they can place reliance on the fact that the beneficiary will be reported by the Executing broker on their transaction report via the OMP?

Answer

With regard to point (1) if the executing broker's client is not a market participant there is no obligation to report REMIT transactions. The obligation to report REMIT transaction is on REMIT market participants. Please see Q&As on REMIT document, Questions II.4.2, II.4.43, and II.4.47

With regards to point (2) the question may apply to two different scenarios:

(a) if an underlying client has registered as a REMIT market participant, it means that they enter into transactions, including the placing of orders to trade, in one or more wholesale energy markets.

If the client executes cash settled derivatives, with no ability to make or take delivery and is not a direct exchange member, the client has to report all their transactions including cash settled derivatives because the client is a market participant in a first place.

(b) if an underlying client has registered as a REMIT market participant, but does NOT enter into transactions, including the placing of orders to trade, in one or more wholesale energy markets, that client should not have registered as REMIT market participant and therefore, as indicated in the TRUM ANNEX II: *"a client of an exchange member that places orders to trade on the order book of the venue to trade EU gas or electricity derivatives for financial settlement or it is equivalent (e.g. trading on futures for the physical delivery without having arrangements to take or make the delivery of the commodity) should not be considered a market participant unless the client of the exchange member is itself a member of the exchange for the purpose of this trade."*

With regard to point (3) if a client is a REMIT market participant, which has a reporting obligation, but does not clear through an EMIR regulated clearing broker, or have any reporting obligations under EMIR, as indicated in the TRUM Annex III *"market participants should report transactions under REMIT only if those transactions are not reported under EMIR ……."* they may place reliance on the executing broker reporting the client's ID as beneficiary in filed (8) on executing broker's transaction report reported by the OMP (or third party RRM), or alternatively report a back to back transaction between the client and the executing broker.

It is worth noting that there may be some ETDs traded on EU venues by non-EU counterparties that are not reported under EMIR (e.g. U.S. counterparties reporting under the Dodd Frank Act). The Agency understands that these trades have to be reported under REMIT and, if not reported under EMIR, have to be reported through the Organised Market Places or third party RRM reporting on their behalf.

Question 2.3.9 [NEW – replacing the previous FAQ]

Market Participant A enters into a transaction executed via Direct Market Access (DMA) service which is offered by a DMA provider towards their clients.

What are the obligations of the DMA Client and the DMA Provider from the point of view of the REMIT regulation?

How are such transactions expected to be reported under REMIT?

Answer

It is ACER's understanding that the Direct Market Access service offers entities (the DMA clients) the possibility to trade on an OMP via the account of one of its members (DMA provider) based on a DMA agreement. The definition of Direct Market Access considered in the REMIT framework coincides with the one provided in Article 4(1)(41) of MiFID II as a representation of Direct Electronic Access.

ACER's expects that the reporting of transactions, including orders to trade, concluded via a third party account by virtue of a service that falls under the definition of DMA , irrespectively of whether it is explicitly referred to as 'DMA', complies with the guidance provided in this FAQ.

DMA Provider

When a DMA provider offers the DMA service to its client on an OMP, transactions including orders to trade, are concluded by the DMA client via the account of the DMA provider. According to the TRUM, in general, if a member or participant of an OMP enters into a transaction on the wholesale energy market on behalf of third entities, it shall be considered a market participant under REMIT in case the delegation to trade encompasses the responsibility for the trading activity, such as compliance with REMIT Articles 3 and 5. In such a case, the DMA provider has the responsibility for the trading activity and is therefore a REMIT market participant to be indicated in Data Field (1) ID of the market participant or counterparty. This does not necessarily imply that DMA provider is the decision maker or the final beneficiary of the transaction, but it is responsible for the reporting of the transaction. In case there is no such delegation to trade in place, the actual market participant (i.e. DMA client) should be indicated in Data Field (1).

DMA Client

It is ACER's understanding that the DMA Client enters into transactions, including the placing of orders to trade, in at least one wholesale energy market by acting on a third party account (the DMA provider's one) and on its own behalf. Indeed, the trading strategy is put in place directly by the DMA client, who is the final beneficiary of the transactions. Therefore, the DMA client falls under the definition of a market participant under REMIT and has to be indicated in Data Field (8) Beneficiary ID by a unique code registered in CEREMP. As explained above, in case there is no delegation to trade in place between the DMA provider and the client, the DMA client shall be indicated in Data Field (1) instead of Data Field (8). Being a REMIT market participant, the DMA client has to comply with the obligation to register in CEREMP via the relevant NRA. Since transactions carried out via the DMA service are concluded on organised market places, the exemption under the MPs' obligation to register in CEREMP as specified in Article (4)2 of the REMIT Implementing Regulation does not apply.

In consideration of the obligation to report the beneficiary of transactions according to Article 8(1) of REMIT, DMA providers are required to inform the relevant OMP whenever their trading activity occurs on behalf of a third entity. Therefore, if the OMP is aware that a transaction is concluded on behalf of a third party, Data Field (10) Trading capacity is expected to be populated with the value 'A' as 'Agent', irrespectively of whether the identification of the final beneficiary is known at the due time of the REMIT reporting.

In case the final beneficiary is not known by the due time of the REMIT reporting, Data Field (8) shall be left blank and is required to be updated and reported as a lifecycle event (according to the guidance provided in Annex VII to the TRUM) once the beneficiary is known.

As indicated in the TRUM Annex III, reporting parties shall bear in mind that the above considerations do not apply if the same information for the trade was already reported under EMIR.

Question 2.3.9 [OLD – to be deleted]

~~For Exchange Traded Commodity Derivatives only, executed via Direct Market Access (DMA) and cleared at a Clearing broker.~~

~~From the End Client's point of view only, can ACER confirm that if an underlying client is not a REMIT market participant, then they themselves have no reporting obligation?~~

~~Is the DMA provider a REMIT Market participant?~~

~~How DMAs' clients that are market participant should report their trades without reporting a back to back transaction?~~

~~**Answer**~~

~~If an underlying client is not a REMIT market participant, then they themselves have no reporting obligation.~~

~~When a Clearing Broker (e.g. DMACB) offers Direct Market Access (DMA) on an exchange to its client, although it is the DMACB's client who trades, the trade is done via the DMACB's membership. Therefore, it is the Agency's understanding that the DMA provider (DMACB) should be considered a REMIT market participant within the REMIT framework as it places the order on the exchange for its client.~~

~~In the Agency's view, a person that place an order in the exchange is a market participant even if it will not be a counterparty to the trade. Market participants that place orders on the screen of the exchange have to be identified in the trade report as responsible for the reporting of the report. This does not imply that they are counterparty to the contract, but that they are responsible for the reporting of the order or the trade. Please also see FAQs document on transaction reporting Q. II.2.1~~

~~As indicated in the TRUM Annex III "market participants should report transactions under REMIT only if those transactions are not reported under EMIR….~~"

~~As a REMIT market participant, DMACB is required to report orders and transactions (if DMACB is counterparty to the trade and not reported under EMIR) in wholesale energy derivative contracts to the Agency. It is possible that DMACB's clients are also market participants under REMIT. This can be the case when clients have own memberships on other REMIT energy exchanges, or when they trade bilaterally any REMIT physical products.~~

~~When the exchange reports trades (not orders) on behalf of DMACB, the exchange may report the ID of the DMACB's client as end beneficiary in field (8) Beneficiary ID. Please note that for orders there is no need to report the Beneficiary ID.~~

~~In addition, the Agency understands that DMACB 's clients may trade on the exchange under (1) Locally Managed Accounts (LMA) or (2) System Managed Accounts (SMA).~~

> ~~(1) In case of the LMA set-up, the exchange does not see the information concerning the end-user (DMACB's client) and would report DMACB as a market participant, which means that the end beneficiary field would not be filled in. DMACB and the exchange may agree to report the DMACB's client ID in the beneficiary field (8) if this is a market participants but only for trades not reported under EMIR and not for orders.~~
>
> ~~(2) In case of the SMA set-up, even if the exchange is able to see the identity of DMACB's client (via an ACER code), the exchange should NOT report the ID of the DMACB's client as market participant but as beneficiary in Field (8) Beneficiary ID if the exchange receives that assignment by the DMACB if the trade has not been reported under EMIR.~~

~~The Agency's view is that the correct reporting should not depend on the two different set-ups (i.e. LMA or SMA), but on the definition of market participant of REMIT. Therefore when an order is~~

~~placed on the DMACB's membership the exchange should not report the ID of the DMACB's client as a Market Participant in field (1).~~

~~Therefore when a trade is executed on the DMACB's membership the exchange should not report the ID of the DMACB's client as a Market Participant in field (1) but the ID of DMACB and the DMACB's client ID in Field (8) Beneficiary ID if agreed with the DMACB and if the trade was not reported under EMIR.~~

~~Please note that for orders there is no need to report the Beneficiary ID as this applies to transaction only if not reported under EMIR.~~

Question 2.3.10

Basis Swaps - defining who the buyer and seller are so counterparty fields can be correctly and consistently populated.

We trade products that are basis swaps. These are swaps where each leg is floating. Whereas for fixed-floating swaps we can use market convention to define the buyer, for floating-floating swaps there is no clear guidance on which leg the buyer is and which leg the seller is. For some jurisdictions we can report trades as generic so we don't have to define buyer / seller for reporting purposes. Does ACER have any guidance?

We have our own convention in our internal systems for defining buyer / seller that we apply consistently

Answer

In the TRUM, under Data Field (25) for Table 1 "Fixing index or reference price" there is clear guidance on which leg the buyer is and which leg the seller is.

For derivatives that have not already been reported under EMIR, and which are therefore reported under REMIT, the following buyer and seller logic should apply: for example, in the case of a fix to floating derivative, if party X buys a swap, then party X pays a fixed price and party Y pays a floating price. This means that party X receives the floating leg and party Y receives the fixed leg. X will be identified as a buyer (B) and Y will be identified as a seller (S).

In the case of a floating to floating derivative, if party X buys a swap, party X pays the floating price of the first leg (or index) and party Y pays the floating price of the second leg (or second index). In this case, legs (indexes) should be sorted alphabetically. X will be identified as a buyer (B) and Y will be identified as a seller (S).

Question 2.3.11

Is it necessary, after reporting a concluded future contract F OMP SK BL CAL-21 (fulfilment in the middle of the year 2020) during the physical delivery period to report every change in open position i.e. every day by modifying original report from middle of the year 2020? Please keep in mind, that physical delivery reports will be reported via OMP (as RRM).

Examples:

a) 2.June 2020: Buy FYBY OMP Slovakian Power Base Year 2021 (Financial product).

b) 2.June 2020: Report this Financial product (REMIT).

c) 31.December 2020: Buy Physical product on Spot platform for next Business day (i.e. 1.1.2021)

d) 31.December 2020: Report this Physical trade (REMIT).

e) 31.December 2020: Report change of open position of Financial product (REMIT)?

f) Repeat c) and d) and e) every day until 30.December 2020.

Question:

Is it necessary to report **e)** a change of open position (period between **a)** and **f)**)of Financial product **a)** which was already reported **b)** during the period of physical delivery **c)** i.e. every day of 2021?

If we buy 10 MW of yearly **financial** product, we have open position of 87 600 MWh (this trade will be reported to REMIT). Starting of 31.12.2020 this open position will be decreasing every day because of realizing daily physical trades of electricity for own consumption:

- After 31.12.2020 remain open position will be 87 600 – 24*10 = 87 360 MWh (240 MW will be **physically** buy at spot and this **physical** trade will be reported to REMIT)

- After 1.1.2021 remain open position will be 87 360 – 24*10 = 87 120 MWh (240 MW will be **physically** buy at spot and this **physical** trade will be reported to REMIT)

- .

- .

- .

- After 30.12.2021 remain open position will be 240 – 24*10 = 0 MWh (240 MW will be physically buy at spot and this physical trade will be reported to REMIT).

Our question is if we need to report every day to REMIT change of open position of **financial** product i.e. first day 87360 MWh, second day 87120 MWh etc. until last day 0 MWh, or **physical** daily reporting is sufficient.

Answer

Please note that, according to the information provided, there is no need to include the modification of the financial open position in data reporting.

II.2.4 Lifecycle events

The Section contains answers to questions on the reporting of modifications, cancellations, or early terminations (lifecycle events) of transactions in different scenarios related to standard contracts.

Further guidance on lifecycle events is provided in the Annex VII to the TRUM.

Question 2.4.1

If an OMP reports a trade to ACER, and subsequently errors that trade out - is the market participant still required to provide a Beneficiary Id?

An OMP make a new trade submission to ACER - but the Beneficiary Id is not provided, as this would normally be populated as a lifecycle event (Action Type = M) by the market participant.

However, the trade is cancelled out by the OMP (Action Type = C).

In this instance, the market participant would not be able to submit the lifecycle event (Action Type = M) to notify ACER of the Beneficiary ID, as the trade is in a Cancelled state and cannot be modified.

Suggest that in these instances, there is no beneficiary, as there is no trade and hence no position.

Therefore, ACER will see a new trade submission, and a subsequent lifecycle event cancelling that trade.

ACER will not receive any subsequent lifecycle events for cancelled trades - so in instances where market participants are updating the Beneficiary Id in a two stage process (using Action Type = M), the Beneficiary Id may remain null.

Answer

If two orders match and result in a transaction that is then cancelled, we would expect one of the following scenarios to be reported:

1) one or two active order reports (the second order may never been on the screen) + two matched order reports (or one or more partially matched orders) + two new trade reports + two cancelled trade reports;

2) two active order reports (the second order may never been on the screen) + two matched order reports (or one or more partially matched orders) + two cancelled matched orders reports; Please see example 3.55 in the 30 July webinar document

or if the Organised Market Place uses a click and trade system:

3) one active order report + one matched order reports (or one or more partially matched orders) + two new trade reports (one will be a click and trade) + two cancelled trade reports.

They all indicate the same thing. There is no need to report the Beneficiary ID.

For further information on reporting lifecycle events, please refer to Annex VII to the TRUM.

Question 2.4.2

The reporting of expired orders. In TRUM it seems like the event when an order expires should be reported (with Order status EXP – Expired).

For practical reasons we have some problems with reporting these at T+1. The expirations of orders take place in the night batch and usually around 4 in the morning (sometime before the next trading

day opens). For practical reasons we must prepare the REMIT data to be reported before that time. So if we are to report these "as is" we would report expirations on T+2

It seems really unnecessary to report when an order expires and will lead to heavily increased volumes. All the information for expiration this is already in the previous events (Order duration).

For trades that expire on maturity date cancelations should not be sent, so it does not seem logical to have different reporting logic on expiration for trades and orders.

Since there is no gain in reporting expired orders my suggestion is that it should not be reported.

Answer

There is no need to report the order report for Order status EXP (Expired) if this can be derived from Data Field (20) Order duration and expirationDateTime available in the schema. Data Field (20) Order duration has seven accepted values:

Order Duration	
DAY=Day	No need to report Order status EXP
GTC=Good Till Cancelled	No need to report Order status EXP
GTD=Good Till Date	No need to report Order status EXP if Expiration Date Time is be reported in the XML report
GTT=Good Till Time	No need to report Order status EXP if Expiration Date Time is be reported in the XML report
SES=Session	No need to report Order status EXP
OTH=Other	No need to report Order status EXP if Expiration Date Time is be reported in the XML report

For further information, please refer to Annex VII to the TRUM.

Question 2.4.3

The market participant can change the lifecycle of the "OrderReport" and "TradeReport" via the field "ActionType". The possible values are: New, Modify, Error and Cancel.

But if the market participant wants to report the change of the contract, he doesn't have the possibility to report the change. The contract type doesn't have the field "ActionType".

Is it not allowed to change or cancel the contract?

For details see xml tags: "contractList" and "annexTable1ContractType".

Answer

If reporting parties erroneously report the Contract ID or details of the contract in the Contract List section of the XML file, they have to resubmit all the transactions related to that contract. To do so, the reporting parties have to:

1) submit a trade with Action type 'E' in order to invalidate the previous transactions; and
2) resubmit them with the correct Contract ID/details with Action type 'N'.

For further information, please refer to Annex VII to the TRUM.

Question 2.4.4

Article 5 of the REMIT Implementing Regulation and TRUM Section 3.2.10

It has been mentioned at an industry meeting that a lifecycle even that needs to be reported is when the trader for a still active trade leaves the company, or moves to another department, and therefore is no longer responsible for taking decisions or actions in executing or amending the transaction. The suggestion is that in this case a modification to the trade report needs to be made identifying the person who is now responsible for taking decisions or actions in executing or amending the transaction. For example:

John Smith enters into a trade for Summer 2016 Baseload on 17/5/2015.

On 21/10/2015 John Smith leaves the company and is therefore no longer responsible for the trade in any way. Would that need to be reported and if so how?

Answer

The trader leaving the market participant does not in itself constitute a lifecycle event.

For further information, please refer to Annex VII to the TRUM.

Question 2.4.5

We found a problem with the forthcoming new intraday order. The order type is ICEBERG and can be created as non-active then it can be activated then deactivated and then activated again etc. The question is how to change Order Type and Action Type in the report according to the deactivation. Once the order is deactivated, no one can see it on screen. We prepared the following example:

Action	Order ID	Version	Orders Status	Action Type	Time
New order, non-active	45635	1	**no report**		2015-08-18T10:58:44.000
Activation	45635	2	**ACT**	**N**	2015-08-18T11:25:00.000
Deactivation	45635	3	**WIT**	**M**	2015-08-18T13:02:34.000
Activation	45635	4	**ACT**	**M**	2015-08-18T13:58:23.000
Cancellation by MP	45635	5	**WIT**	**C**	2015-08-18T15:01:03.000
or					
Cancellation by system	45635	5	**SUS**	**C**	2015-08-18T15:01:03.000

We think that the new order that has been created but not activated shouldn't be reported. So, the first report should be done at time of activation with action type "N". Then, deactivation should be marked with the status "WIT"=Withdrawn, because the order won't be displayed on the screen. We think that if we used status "OTH"=Other instead of "WIT"=Withdrawn, it would be interpreted as a special order but still active in the system that can be matched. That's why we used status

Answer

An order that has been created but not activated should not be reported. The first report should always start with a new ("N") report. The deactivation should be marked with the status "WIT"=Withdrawn and Action Type "M"=Modify if the order is not visible on the screen and it can be reactivated.

If the order is withdrawn permanently, this should be marked with the status "WIT"=Withdrawn and Action Type "C"= Cancel or "SUS"=Suspended and Action Type "C"= Cancel. In this case the order cannot be reactivated.

For further information, please refer to Annex VII to the TRUM.

Question 2.4.6

What order status should be given when reporting "Stop-loss" when it is not activated?
The TRUM does not contain any examples of reporting "Stop-loss" orders whereas it is quite commonly used by market participants.
Because a "Stop-loss" order before its activation is not visible in the order book of the organised market place it cannot be reported as ACT (active). Should it be reported in the field "Order status" as SUS (Suspended) or OTH (Other)?

Answer

Since a "Stop-loss" order is not visible in the order book of the Organised Market Place before it is activated, it should not be reported. An order with Stop-loss or any other trigger (e.g. profit-taking) should be reported if already Active in the order book.

Question 2.4.7

Who has the reporting obligation for lifecycle change in case of standard contracts reported by OMPs? This question is significant for broker contracts.

In our view, the MP has the obligation for reporting all data – 'new' Orders, Contracts and Trades as well as any changes to the original report that arise from reporting errors or changes to the underlying data due to lifecycle events. However MPs can delegate reporting to OMPs but the OMP may not have sight of lifecycle events for trades that occur after the reporting day, say a partial novation of a trade. In this case any change to the originally reported information submitted as part of the reporting of a 'new' trade, will have to be reported by the MP (via an RRM), or possibly uploaded to the originating OMP and reported by them, should they offer such a service.

Answer

The obligation and responsibility of correct reporting lies with the market participant. Market participants should ensure that they can make changes to existing reports in an appropriate way. The Organised Market Place should offer a data reporting agreement for trades executed on their platforms. Such a reporting agreement may or may not include the possibility to update lifecycle events that occur outside the venue.

Market participants should be able to provide the Agency with information about any changes to the underlying data due to lifecycle events. They shall do so through third party Registered Reporting Mechanisms (RRMs). The list of RRMs is available on the REMIT Portal.

Question 2.4.8

IAs: Table 1, Data Field (58). TRUM: We note that the TRUM v1.0 states the following on p.25: "Lifecycle events that happen bilaterally between the counterparties with- out involving a broker, or an organised market, should be reported by the market participants through third parties."

We kindly ask for the Agency's opinion and clarification on the following, please: Timeframe:

i) For OMP-traded deals: If MPs are to report subsequent bilateral lifecycle events of OMP-traded deals via third party RRMs (i.e. after the "new" execution has been reported by the relevant OMP), is the relevant start-date for the reporting of such purely bilateral lifecycle events Phase 1 or Phase 2?

ii) ii) For OTC-traded deals: We expect the start-date for bi- lateral lifecycle events of OTC-traded deals to be in Phase 2.

Reporting Channel:

i) OMP: If OMPs would agree to offer the service of re- porting any bilateral non-OMP lifecycle events on be- half of the MPs, does ACER foresee that both MP counterparties would need to notify the broker/OMP of the bilateral lifecycle event?

ii) ii) 3rd party RRM: If the OMP does not agree to report bi- lateral modifications, does this mean that MPs need to be prepared to report directly to a 3rd party RRM in Phase 1 (for instance, through the 3rd party RRM(s) that the MP envisions to use for OTC/bilateral trade reporting in Phase 2)?

Example:

A deal is concluded via two counterparties over a broker, and the broker submits a "new" transaction report in Phase 1. The two counterparties later agree to amend the deal bilaterally without the involvement or knowledge of the broker.

Our assumption is that such bilateral lifecycle modifications of OMP-traded deals need to be reported in Phase 1, even though no OMP is involved.

Answer

If two counterparties enter into a trade concluded over a broker platform (Organised Market Place), the broker (subject to an agreement with the market participants) will submit a "new" transaction report on a T+1 day basis in Phase 1.

If the two counterparties to the trade agree to amend the deal bilaterally without the involvement or knowledge of the broker, they are responsible for the reporting of such lifecycle events which have to be reported on a T+1 day basis in Phase 1.

OTC transactions, are normally reportable on a T+30 days basis in Phase 2. Please see the TRUM for additional clarifications.

Question 2.4.9

Clarification on reporting of transactions related to OTC clearing on standard contracts registered at the exchange. Should the exchange report these transactions even though the volume and price related to the registered cleared transaction could not be necessarily related to a unique transaction executed on broker platform?

1) Market participant A executes on a broker platform a transaction with market participant B for a volume V1 and price P1 on day 15th of August.
2) On 17 August market participant A execute another transaction on a broker platform with the same market participant B for a volume V2 and price P2.
3) On 20 August Market participant A registers at exchange for clearing purpose a OTC transaction with market participant B for volume V=V1+V2 at price P (potentially different from P1 or P2).

We believe transactions registered at exchanges related to OTC clearing should not be reported to ACER, as the clearing could be referred to cumulated volumes and a price chosen by market participants and hence do not provide useful elements for market monitoring. Furthermore, such reporting could lead to a double reporting of the same transactions from two different parties (i.e. broker platform and the exchange).

Answer

From the above question, we understand that there are three separate transactions:

1) on 15 August volume V1 and price P1: trade to be reported indicating the broker OMP ID;

2) on 17 August volume V2 and price P2: trade to be reported indicating the broker OMP ID;

3) on 20 August the above transactions (V=V1+V2 at price P) are cleared at the exchange based on the new single transaction (V=V1+V2 at price P). The cleared trade is expected to be reported to ACER as a trade on exchange (i.e. indicating the exchange OMP ID in Data Field (27) in Table 1).

When the clearing occurs, the two individual transactions reported (indicated in point 1 and 2) shall not be cancelled with Action type 'C' in the ACER reporting.

Question 2.4.10

Lifecycle events reporting: For a reported trade, during the delivery period, the two parties agree to amend the price and the quantity. The two market participants report the trade modification and they have to report "Total Notional Contract Quantity" and "Notional Amount" in accordance with TRUM and "Open letter on REMIT transaction reporting data quality" (16 February 2017). Please let us know what the proper way to calculate "Total Notional Contract Quantity" and "Notional Amount" is in this case (trade modification).

Answer

According to the Agency's understanding, if for a reported trade, during the delivery period, the two parties agree to amend the price and the quantity, this is a new transaction. The early termination should be reported first and the new transaction should be reported after. We do understand that market participants may treat this contract as the same contract. But we believe that while it is treated by the system as the same contract, this is in effect a new transaction executed at a different point in time, with different market information leading to different economics.

Example: MP1 and MP2 agree in September 2016 on a yearly supply (forward) contract for the delivery of 10MW at 30 EUR/MW. In the course of July 2017 (or any month during the delivery of such a contract) the two parties decide to change the price or quantity. An early termination of the previous agreement should be reported (Action type 'C'), as well as a new transaction with Action type 'N', with a new UTI and with the new price and quantity (and the delivery period left).

Please note that this applies to Table 1 <u>only</u> when both price and quantity were already agreed on. For Table 2 it is reasonable to believe that the terms and conditions of these contracts may be modifiable and such modifications can be reported with "M" for 'Modify' type of lifecycle event.

Question 2.4.11

How to report in REMIT report case where OMP XXX will remove a trade (standard contract) where a buy order was wrongly submitted and market participant has contacted us and asked for the trade to be removed? Other market participant which was a seller has been contacted and accepts the removal of the trade. In this case, where XXX makes the trade removal from the system, should the ActionType be Error (cancellation of wrongly submitted report) or Cancel (a termination of an existing contract or order to trade)?

Practical example:

Market participant C has made an error while adding buy bid, bid was meant to be 45 MWh, but it went into trading system as of 450 MWh. There was already sell bid on the platform (Market Participant A 500 MWh), so bids were matched and trades made. Market participant C contacts us and tells there was a mistake and asks if we can remove the trade from the system. We contacted Market Participant A and told what has happened, and asked if the trade can be removed from the trading system. Market Participant A accepts that. There was also Market Participant B, who made buy bid of 50 MWh which was matched with market participant A's sell bid. Figures below.

Orders:
- Market Participant A: Sell bid 500 MWh à Order status: ACT – PMA (with 50 MWh) – MAC
- Market Participant B: Buy bid 50 MWh à Order status: ACT – MAC
- Market Participant C: Buy bid 450 MWh à Order: ACT - MAC

Trades:
1st trade
- Market Participant A: Sell 50 MWh
- Market Participant B: Buy 50 MWh

2nd trade
- Market Participant A: Sell 450 MWh
- Market Participant C: Buy 450 MWh

Both trades in trade 2 (450 MWh sell and 450 MWh buy) will be removed from the trading system by XXX, but orders remain as they are (those cannot be changed). How should this trade removal/cancellation be reported in REMIT report, especially Market Participant A´s order?

REMIT report correction:

For these Transaction timestamp: The time when trade has been removed and Action type: C (Cancel)
- ORDER Market Participant C: Buy bid 450 MWh à
- TRADE Market Participant A: Sell 450 MWh
- TRADE Market Participant C: Buy 450 MWh

For this, does it need something for the correction?
- Market Participant A: Sell bid 500 MWh à Order status: ACT – PMA (with 50 MWh) – MAC

Answer

In the Agency's view, when a trade is cancelled because '*an order has been wrongly submitted to the trading system by a market participant*', the trade should be cancelled by using Action type "C".

As the order is visible to the market, it should not be removed from the system and should be reported as an MAC or PMA order, even if it was erroneously submitted by a market participant. Then the trade will be first reported as New (Action type "N") and then reported as Cancelled (Action type "C").

For Action type "E" Error, in the TRUM it is explained that 'when the report contains a cancellation of a wrongly submitted report, it will be identified as 'error'. This means that Action type "E" for Error should be used when a transaction has been incorrectly sent to ARIS and needs to be removed from the database. Then, a new transaction should be submitted by using a different UTI.

However, the above question describes a case where the error occurs in the system of an OMP (as a result of their client's mistake) and not in the reporting to ARIS, for example preparation of the file, extraction of data from the system, bugs etc.

Example: if an OMP reports a trade with the price of 50 EUR instead of 50 GBP, that trade was incorrectly sent. The same applies if the real price is 50 and the OMP reports 35 (or any other price). Therefore, you would report an 'Error' transaction and resubmit is with the right price. This is not the case for your question.

For further information, please refer to Annex VII to the TRUM.

Question 2.4.12

In case of a modification of the bidding zone configuration, how such event will affect the data reporting of outstanding contracts (standard and non-standard)?

Answer

In the Agency's view, the modification/update of the bidding zone configuration (irrespectively of splitting or merging of bidding zones) represents an event independent from the business decisions carried out by individual market participants dealing with their trading activity on wholesale energy markets. Hence, as a general consideration, ACER does not expect to receive the reporting of lifecycle events on outstanding trades and contracts if referred to the modification of Data Field (48) Delivery point or zone in Table 1 or Data Field (41) Delivery point or zone in Table 2 solely.

From the REMIT data reporting point of view, it is expected that:

a) All new REMIT-reportable contracts (including standard and non-standard contracts) concluded on or after the date when the new bidding zone configuration enters into force have to report the delivery point or zone with the EIC of the new bidding zone(s) in Data Field (48) in Table 1 and Data Field (41) in Table 2.
b) The outstanding REMIT-reportable contracts, including executions concluded before the date when the new bidding zone configuration enters into force, do not require the reporting of lifecycle events, such as early termination or modification of the outstanding contracts, as triggered by the introduction of the new EICs.
c) Executions of outstanding Table 2 non-standard contracts with delivery start date on the date when the new bidding zone configuration enters into force and onwards shall populate Data Field (48) Delivery point of zone in Table 1 with the new EICs.
d) For executions of new Table 2 non-standard contracts concluded after the date when the new bidding zone configuration enters into force, the indication provided in paragraph a) applies.

II.2.5 Back loading of standard contracts [ARCHIVED]

The Section has been archived as it is no longer relevant.

Question 2.5.1 [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 2.5.2 [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 2.5.3 [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 2.5.4 [ARCHIVED]

The Question has been archived as it is no longer relevant.

II.2.6 Questions related to bilateral trades

The Section contains answers to questions concerning the reporting of contracts that are admitted to trade at organised market places but concluded bilaterally (standard bilateral contracts).

Question 2.6.1

How should we populate Data Field (4) "ID of the other market participant or counterparty" in a bilateral transaction when the other counterparty to the contract may not be a REMIT market participant, a REMIT market participant not registered with any NRA yet or a non-EU market player?

Answer

As indicated in Annex III to the TRUM, under "Wholesales Energy Markets: physical vs financial markets" section on page 1, there are circumstances where market players trading wholesale energy products may not be REMIT market participants.

When a market player is a REMIT market participant and enters into a bilateral transaction (e.g. a financial swap related to gas delivered in the EU) with a non-REMIT market participant (a firm that only trades OTC bilateral financial products related to the EU gas or electricity and never enters into a physical trade), the REMIT market participant may need to populate Data Field (4) with a code to indicate that the counterparty to the trade is not a REMIT market participant. If this is the case market participants reporting bilateral trades concluded with non-REMIT market participants should report a fictitious ACER code as follows:

- ACERNONMP.EU – when the reporting party knows that the counterparty is a non-REMIT market participant

Please note that the above is only valid for Data Field (4) ID of the other market participant or counterparty.

Question 2.6.2

Frequently Asked Questions (FAQs) on REMIT transaction reporting – II.2.6 Questions related to bilateral trades Question 2.6.1

The question asks how to report where one of the market participants may be not a REMIT market participant. The answer recommends that a generic ACER Code ACERNONMP.EU is used so that the obligation to report can be fulfilled.

Market Participant A reports a transaction with Market Participant B who is not registered with any National Regulatory Authority (NRA) and does not have an ACER code and hence is identified using ACERNONMP.EU. A month later Market Participant B is registered with an NRA and get their ACER code and uses this for reporting all transaction post receipt of the ACER code. All previous transactions reported still identify Market Participant B with the generic ACER code ACERNONMP.EU.

Answer

Market participant (MP) (A) reports a transaction with MP (B) which is identified using ACERNONMP.EU in MP (A)'s report. A month later when MP (B) is registered with the competent NRA and informs MP (A) of its ACER code (or any other reportable code) he will be able to report all its transaction post registration with the NRA.

Because previously reported transactions by MP (A) still identify MP (B) with the generic ACER code (ACERNONMP.EU), MP (A) should novate the trade as soon as the newly received ACER

code of MP2 was communicated to MP1 by MP2. Please see Question 3.5.3 of the FAQ on Transaction reporting document related to novation.

MP (B) will only be able to report transactions identifying itself in Data Field (1) *(ID of the market participant or counterparty)* once it has been registered with the National Regulatory Authority (NRA). At that point MP (B) will be able to report all its transactions (past and future transactions) identifying itself in Data Field (1).

Question 2.6.3

Reference to documents: ACER TRUM 2.0

4.3 Data Fields related to contract details

28. Contract Trading Hours

29. Last trading date and time

How should the Data Fields (28) and (29) be filled when a bilateral contract was entered during an tender at a specific time.

Example: We organise weekly tenders for grid losses (No OMP) with typical products (e.g. Base Year 2017) every week on the same weekday at a specific time (e.g.10:00-10:30).

The TRUM is not clear in this specific case. For bilateral trades that occur off-markets, 00:00Z to 24:00Z should be indicated by default and Data Field (29) should not be populated. This trades where closed on a tender during a specific time. It is not possible for this products to send bids at a different time. In my interpretation I would fill in the time where the gate of the auction is open in Data Field (28) and the gate closure time in Data Field (29).

Answer

Data Field (28) Contract Trading Hours and Data Field (29) Last trading date and time are required to be populated for transactions executed at Organised Market Places. For any bilateral contracts, including those that are the result of a tender, Data Field (28) Contract Trading Hours should be populated with 00:00Z to 24:00Z by default; Data Field (29) Last trading date and time should not be populated.

II.3. Questions related to non-standard contracts

The Section answers questions on bilateral non-standard contracts as defined in Article 2(3) of the REMIT Implementing Regulation.

II.3.1 General questions: non-standard contracts

The Section addresses questions on general topics related to non-standard contracts.

Question 3.1.1

a) If invoice data are required for phase 2 what invoice details will be used for reporting on non-standard contracts? Will the market participant have to use the preliminary invoice (before agreement and payment) or will he need to be reported based upon the final invoice details (agreed and paid by the counterparty)?

b) What price information is required in Table 1 Data Field (35) and Table 2 Data Field (15)? Does the price need to include all components (basic price (Grundpreis/Leistungspreis), energy price (Arbeitspreis) including grid charge (Netznutzung), green tax (Ökosteuer), VAT (Mehrwertsteuer), concession fee (Konzessionsabgabe), renewable fee (KWK- and EEG-Umlage), surcharge for structuring) or just a specific part?

Answer

In the TRUM, under the *"Clarification of outright volume and price and reporting frequency for transactions executed within the framework of non-standard contracts"*, the Agency clarifies that transactions executed under the framework of a non-standard contract have to be reported once the delivered quantity and the price are known, but still using Table 1 of the Annex to the REMIT Implementing Regulation.

The TRUM clarifies that *"As far the Agency is aware, details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price are available to both parties to the contract by the invoicing date at the latest."*

In Annex II to the TRUM, the Agency used the term "billing cycle" and "invoicing date" to indicate that this is the last point in time that the price and quantity can be discovered. In addition, Annex II to the TRUM indicates that transactions executed within the framework of non-standard contracts can be reported on a monthly basis:

"The Agency understands that the billing cycle industry standards refer to calendar months and therefore twelve transactions per year (if the executions take place every month of the year) are expected to be reported no later than 30 days after the discovery of price and quantity. However, nothing prevents market participant from reporting the details of transactions executed within the framework of non-standard contracts on a more frequent basis even if the Agency would not expect it."

Market participants should not understand the terms "billing cycle" and "invoicing date" as an indication that under REMIT they have to report the components of their invoices which include taxes, costs and adjustments not in the scope of REMIT.

Market participants should report the energy price for the energy delivered in the period of time the reported execution/contract refers to.

With regard to the energy price, market participants reporting transactions executed within the framework of non-standard contracts on a monthly basis should report the energy price as considered in contract.

If the price is fix, that price will be reported. If the price is fixed by a fixing index, a price formula, a strike price or anything else as defined in the contract, then that energy price has to be reported to the Agency.

With regard to the energy delivered, market participants should report the energy delivered as indicated in the execution report.

The Agency understands that invoices may cover several months: the current month plus some adjustments from previous months (these can sometimes go back up to ~~18~~ several months in the past). Market participants have to report only the energy delivered in the period of time the execution report refers to without any adjustments from the past.

The Agency understands that the reporting of the energy delivered in the previous month may be over/under estimated and it recommends market participants to consider an amendment to the execution reports already reported.

Question 3.1.2

Reporting under Table 2 & Table 1 of non-standard contracts that are LNG transactions

Examples of Table 2 non-standard contracts provided in ANNEX II

None of the examples provided in ANNEX II are LNG transactions and executions under such transactions. Could ACER develop and provide some examples in the TRUM?

For a fixed price purchase of physical LNG at a specific delivery point, the final quantity unloaded off a ship and paid for is unlikely to be the same quantity agreed on at the contractual stage due to factors such as boil off, regasification and other line losses. Therefore whilst a specific quantity is agreed upfront, the final delivery quantity that is paid for will be different.

Therefore due to the change in quantity (which is unknown but expected), is the trade reportable:

- Initially as a non-standard under Table 2 (based on the contracted volume) and then reported as an Execution under Table 1 after being invoiced (based on the final volume)

Or reported as a standard trade under Table 1 (based on the contracted volume) and then re-reported as a lifecycle modification event when the final delivery quantity is known (if there are any changes)

We enter into a deal to purchase 3m MMBtu of LNG for USD 7 at a LNG delivery point in X EU country. Upon delivery, the final amount discharged from the ship and invoiced for is 2.95m MMBtu at USD 7.

Our interpretation is that such trades should be reported under Table 1 as at the time of transaction, the intention of both counterparties is deliver a fixed volume at a fixed price. Any changes between the contractual volume and the final delivery volume should be reported as a lifecycle modification as there is no intent from the counterparties to delivery an amount different to that contracted, but is more a result of the nature of the product being traded.

Answer

The reporting of contracts for the supply of liquefied natural gas (LNG) should not be different than any other contract for the supply of natural gas. The interpretation presented above seems reasonable. The only difference between a contract for the supply of natural gas at a balancing area and the contract for the supply of liquefied natural gas at the LNG terminal is the reporting of the delivery point. While market participants have to use EIC Y code for reporting the delivery of natural gas at balancing areas, EIC W code should be used when the delivery is in the LNG terminals.

With regard to Table 1 and Table 2, the Agency understands that most of the contracts for the delivery of liquefied natural gas at EU LNG terminals are non-standard contracts (unless they are admitted to trade at an organised market place) and are reportable with Table 2 if the contract does not have a defined quantity and price and the execution under the framework of those contracts have to be reported with Table 1. If the non-standard contact has a defined (fixed) price and quantity, it should be reported under Table 1.

The same applies for any other contracts for the supply of natural gas in the EU. Please see Annex II to the TRUM for additional guidance and reporting examples.

In addition, if two parties enter into a contract for the supply of liquefied natural gas with the optionality to deliver the commodity at more than one EU LNG terminal or/and other terminals outside the EU, market participant shall report all the EIC W codes for the EU LNG terminals included in the contract. Once the delivery of the commodity takes place, and the delivery point is known along with the price and quantity, market participants should report the execution under the framework of the non-standard contract on a T+1 month basis.

For a fixed price purchase of physical liquefied natural gas at a specific delivery point when the final quantity unloaded off a ship and paid for is unlikely to be the same quantity agreed on at the contractual stage, due to several factors including those mentioned above, the Agency agrees with the interpretation provided above. These contracts should be reported under Table 1 as at the time of the transaction, the intention of both counterparties is to deliver a fixed volume at a fixed price. Any changes between the contractual volume and the final delivery volume should be reported as a lifecycle event with Action type "M" for Modify, as there is no intent from the counterparties to delivery an amount different to what was originally in the contract. The change in the delivery volume is rather a result of the nature of the product being traded.

Question 3.1.3

We plan to report our Forward Contracts for Grid losses in Austria. These contracts are not trades at an OMP, but have the structure of a typical Forward (e.g. Yearly Base Forward 10MW 30€ for grid losses) with an outright volume and price.

In my understanding we should use the REMIT-Table 1 Scheme (Page 18 TRUM) because this is a non-standard product with an outright volume and price.

Can you confirm this? Is it necessary in this case that both counterparts report to ACER?

Answer

As written in the TRUM, non-standard contracts specifying at least an outright volume and price shall be reported using Table 1. As for any bilateral trade, both counterparties need to report to ACER with separate reports.

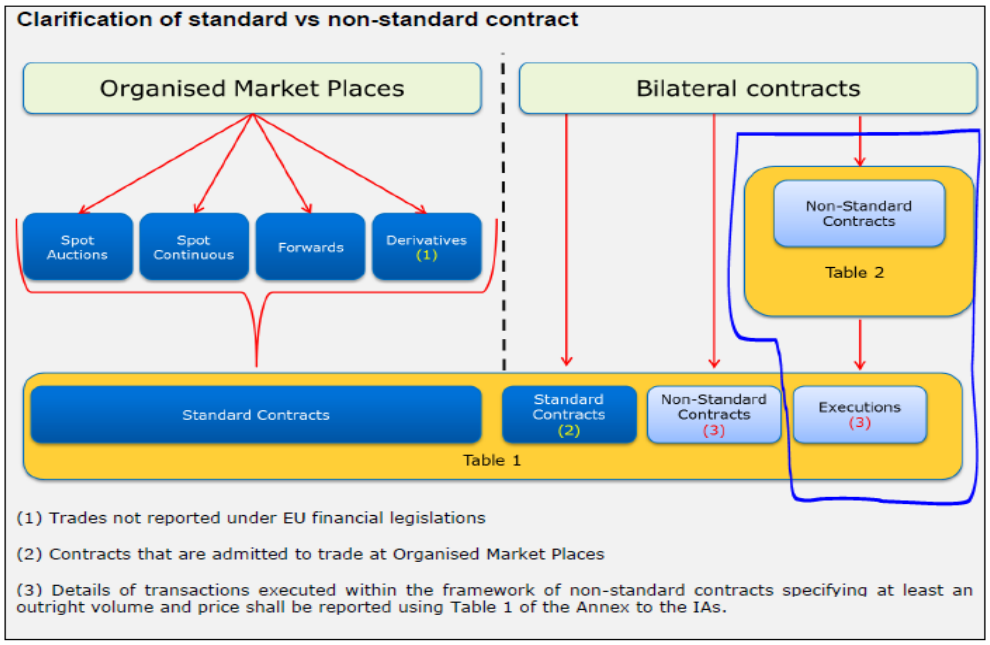
Question 3.1.4

Reference to Article 5 of REMIT Implementing Regulation: details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price shall be reported using Table 1 of the Annex. Transaction Reporting User Manual (TRUM) (version of 7 January 2015), page 17.

We understand the difference between standard and non-standard contracts. However, we are unsure of when to use which xml schema with regards to article 5(1) of the REMIT Implementing Regulation ("Details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price shall be reported using Table 1 of the Annex"). There is a diagram in the "Transaction Reporting User Manual (TRUM)" (version of 7 January 2015), page 17 trying to clarify the situation. In our understanding standard contracts have to be reported no later than the following business day of when they were agreed upon.

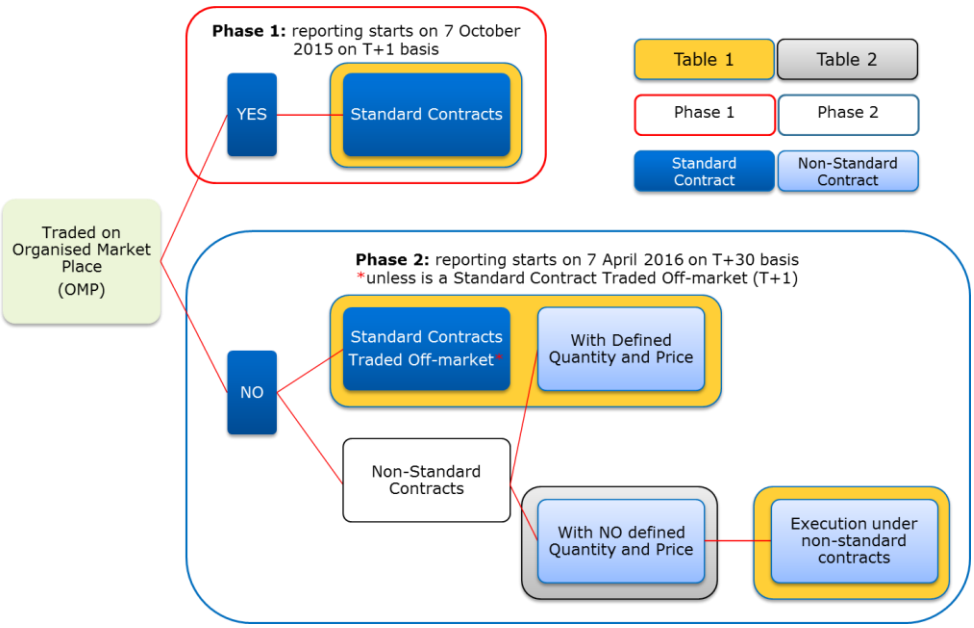
Non-standard contract have to be reported no later than 30 days from its execution. What is meant exactly by execution – the date they were agreed upon (both parties signed the contract) or the delivery? If 30 days after this execution date the price and volume of the non-standard contract are not known, it will be transmitted by using Table 2 for non-standard contracts. If the price and volume are known by this point in time, then the contract is only transmitted by using Table 1 for standard-contracts. In which case will the process on the right hand side in this diagram take place: first the

non-standard contract is transmitted using Table 2 for non-standard contracts and then at "execution" it is transmitted again using Table 1 for standard-contracts?



Answer

On 30 September 2015 ACER published a new edition of the Transaction Reporting User Manual (TRUM) which answers this question. In particular a new illustration *"Decision tree for the reporting of standard and not standard contracts and the use of Table 1 or Table 2"* was added to the TRUM. In addition, an explanation of what is an "execution" can be found in Annex II to the TRUM. Please note that T+30 should be understood as T+1 month as indicated in REMIT Implementing Regulation.



Question 3.1.5

I'm writing on behalf of our company. Will you be so kind and clarify to us next two questions:

1. If a given trade has no fixed price, but the price is set with the Price Index (which is known after the beginning of the delivery period), how it should be reported? Is there any example of that kind of trade?
2. If a given trade for example, for the year 2016, is decided to be changed in the middle of the year - either the price or the quantity of trade to be increased or decreased, then shell we just send the correction for the period in which the change is going to be or to generate again a new report for the hole period?

In other words: we have a trade for power block which is EU peak for a whole year of 2016. We've already sent a remit report for that trade on the day D+1 from the trade date. Then, in a few months, during the delivery period, we decide to buy more energy just for one week for example in august. Shall we generate a new report in which we'll have a separate display for every week in the year or shall we create a new report just for that specific week for which we made changes?

Answer

With regard to the first question, in Annex II of the Transaction Reporting User Manual (TRUM) available on the REMIT portal there are examples of Index trade reports. Also, examples of standard contracts and non-standard contracts index trades are described in the said annex.

In the Agency's view, when an original trade for a given period of time has already been reported, and a new agreement/modification occurs during the delivery period, the Agency would expect a separate new trade to be reported.

Question 3.1.6

How should we report non-standard contracts and executions under the framework of non-standard contracts with two delivery zones?

Answer

A non-standard contract that includes more than one delivery zone is reported with Table 2 by repeating the corresponding Data Field (48) delivery point or zone as many times as the delivery zones included in the contract identifying each EIC Y code.

When executions under the framework of a non-standard contract have a price which is set with different price formula depending on the delivery point of the commodity, then these executions should be reported separately (one report for each delivery point).

When executions under the framework of a non-standard contract have a price which is set with one price formula for all the delivery points of the commodity, and the volume split is known to the market participant, then these executions should be reported separately (one report for each delivery point).

When executions under the framework of a non-standard contract have a price which is set with one price formula for all the delivery points of the commodity, and the volume split is NOT known to the market participant, then these executions can be reported with one report (e.g. one report indicating the total volume and indicating , for example, two delivery points)

Question 3.1.7

What is the frequency and deadline when reporting non-standard products that change hourly (for example product based deliveries)?

a. Reporting the contract at the latest 1 month from signing the contract

b. But how about reporting the hourly energy of the contract? After 1 month of each delivery hour?

Answer

Annex II to the TRUM explains the frequency and deadline when reporting non-standard contracts.

For the purpose of reporting the details of transactions executed under the framework of non-standard contracts, we understand that these transactions should be reported according to the billing cycle industry standards as the invoicing date is the last point in time when price and quantity can be discovered.

Furthermore, we understand that the billing cycle industry standards refer to calendar months and, therefore, twelve transactions per year (if the executions take place every month of the year) are expected to be reported no later than 30 days after the discovery of price and quantity. However, nothing prevents market participants from reporting the details of transactions executed under the framework of non-standard contracts on a more frequent basis.

Question 3.1.8

How to report a bilateral contract (initially classified as a non-standard contract and also reported in a non-standard format) in cases of any price fixing events (e.g. the client exercises an option)? This especially concerns such events which could be interpreted as a standard contract in a stand-alone perspective. (Vanilla) options are considered as being standard contracts (Table 1) and reportable in Phase 1 if executed over an OMP or identical to a product admitted to trading over an OMP (although the REMIT reporting requirement would be met if the trade falls within the scope of EMIR and has been reported as such).

Answer

Please see the relevant example in Annex II to the TRUM. In Section 2 of the annex there are several examples on how to report bilaterally traded contracts and executions under those non-standard contracts.

If the price fixing event (e.g. the client exercises an option) is related to a non-standard contract reported with Table 2, then the event should be reported with Table 1 under the framework of a non-standard contact and not be interpreted as a standard contract. The two contracts (non-standard contract reported with Table 2 and the exercise of the option contract reported with Table 1) should be linked via field “Linked transaction ID”.

Please see Q. 3.1.28 whether the execution should be reported as EXECUTION or BILCONTRACT contract, also considering that examples reported in Annex II to the TRUM are non-exhaustive.

On the contrary, vanilla options that are considered as standard contracts should be reported with Table 1 and reportable in Phase 1 if traded over an organised market place.

Question 3.1.9

Should a bilateral contract (initially classified as a non-standard contract and also reported in a non-standard format) keep its non-standard status and therefore any event under this contract will lead to a lifecycle event reportable under this non-standard contract (no standard contract will be reported and no standard contract format will be used)? Or will it be mandatory to report this contract as a standard contract, or as a non-standard contract in a standard contract format?

Answer

A non-standard contract with no defined price or quantity, has to be reported using Table 2 with a timeline of T+1 month. The execution of optionality, or using fixing events, under that non-standard contract, is reportable using Table 1 and will still be part of Phase 2 and reportable with a timeline of T+1 month.

Please see Annex II to the Transaction Reporting User Manual (TRUM) for additional details.

Question 3.1.10

Reference to Article 5 (1) of the REMIT Implementing Regulation

If an electricity supply contract (the "Contract") concluded between a generator and a trader outside of an organized market, with delivery in the European Union, providing the right to the purchaser to waive its right to off-take a pre-defined percentage of the monthly and daily volumes of electricity determined in the Contract, can be reported using Table 2 of the REMIT Implementing Regulation.

In our interpretation, as the volumes of electricity which will actually be delivered under the Contract cannot be determined at the time of the conclusion of the Contract, the Contract may not be considered as a contract specifying an outright volume within the meaning of Article 5 (1) of REMIT Implementing Regulation. Therefore, the Contract may be reported using Table 2 of REMIT Implementing Regulation.
In our interpretation, the right of the purchaser under the Contract to waive its right to off-take a pre-defined percentage of the monthly and daily volumes of electricity may be reported in Data Fields (21) to (23) of Table 2.
In our interpretation, no subsequent reporting would be required to the Agency due to the fact that the volumes supplied under the Contract deviate from the volumes set out in the Contract provided that the volumes of the electricity actually off-taken by the trader fall within the optionality conditions as reported to the Agency following the conclusion of the Contract.

Answer

The contract shall be reported with Table 2. The characteristics of the contract regarding volume optionality have to be reported in the Data Fields (21-23). For more information please see the TRUM, as well as Annex II to the TRUM on Executions under the framework of the non-standard contract shall be reported in Table 1.

Question 3.1.11

If a non-standard trade is transacted and reported under Table 2, and a Day 1 cross delta trade is also performed with the same counterparty and reported under Table 1, does the Table 1 trade need to be linked to the Table 2?

Also is the Table 1 trade classed as an execution and therefore reported each month after invoicing, or just reported once as a bilateral trade?

We enter into a non-standard trade which is a Calendar strip of monthly options to purchase a physical spark spread position – i.e. similar to the example provided in Appendix A. The non-standard option deal will give a delta of being Long Power / Short Gas.

To hedge the position, we therefore at the same time enter into a fixed price physical transaction with the same counterparty to Sell Power & Buy Gas.

Whilst the 2 trades are booked independent as the flow of one is not dependent to the other, they are still linked in the sense that the second trade is a direct hedge of the first trade and performed with the same counterparty.

Our interpretation is that the non-standard trade would be reported using Table 2. The fixed price physical hedge would then be reported under Table 1, and linked to the Table 2 trade via Data Field (32). However the Table 1 trade would be classed as a bilateral trade and not an execution trade and therefore only reportable once (assuming no lifecycle events) and not each month the trade deliveries.

Answer

We agree with the interpretation. The non-standard trade would be reported using Table 2. The fixed price physical hedge would then be reported under Table 1, and linked to the Table 2 trade via Data Field (32). However, the Table 1 trade would be classed as a bilateral trade and not an execution trade and therefore only reportable once (assuming no lifecycle events) and not each month the trade deliveries.

Question 3.1.12

Article 7 (6) of REMIT Implementing Regulation

Transaction Reporting User Manual (TRUM) – Annex II Examples of transaction reporting

Should lifecycle events be reported to ACER for transactions that have been reported on the back loading requirement?

Market participant concluded bilateral contract outside an organized market place before 7th April 2016. Regarding to the fact that market participants shall report contracts which were concluded before the date on which reporting obligations becomes applicable and remain outstanding on that date, Market participant reports this contract within 90 days after 7th April 2016 in the context of back loading requirement.

If the terms of the original contract (e.g. price or quantity) are modified after 7th April 2016 should market participant reported this fact (lifecycle event) to ACER?

Answer

Contracts that are back-loaded and then amended are subject to the lifecycle event reporting.

Question 3.1.13

Reference to documents: Article 3 (1) of REMIT Implementing Regulation - Transaction Reporting User Manual (TRUM) – Annex II Examples of transaction reporting

In connection with practical example indicated below we would like to ask how such a trading situation should be reported. Please indicate what combination of trading scenarios included in Annex II must we choose?

Trading scenarios included in Annex II envisage two steps: reporting bilateral contract and execution. What kind of reporting scenarios should be chosen when trading activities include three (or more) sequence? Example indicated below:

1. Parties concluded General Agreement X (and they didn't conclude any Individual Contract), there is no specified price and volume; after a few months

2. Parties concluded Individual Contract with maximum quantity, but they didn't specify price; after a few months

3. Parties concluded Individual Contract with defined quantity and price

Answer

The FAQs document on transaction reporting (please see Question 1.1.11) and Annex II to the TRUM address this question. Master agreements are not reportable. If the first report is about the non-standard contract, then executions under the framework of that non-standard contract have to be reported.

Question 3.1.14

As part of our analysis for REMIT Phase 2 reporting for commencement on 07/04/2016, we have encountered a scenario which is not illustrated in the examples for non-standard contracts. When a non-contract contract, which has been running for some years is cancelled by mutual agreement of both parties, how should this be reflected in the report to ACER?

We've reviewed the examples in ACER_REMIT_TRUM_ANNEX_II_v2.0.pdf (published 16th November 2015) for Non-Standard Contracts and there are no examples of cancellations.

- Is it just a case of sending a Table 2 message with an "Action type" (Data Field (45) of ACER Table 2) of "C"?
- Are we also required to populate "Termination Date" (Data Field (43) of ACER Table 1) for the last execution?
- We have a non-standard contract (Power Purchase Agreement) that runs from 1st January 2008 through 31st December 2018.
- The last execution of the contract is a purchase of 400 MW of Electricity on 30th August 2016.
- On the 15th September 2016, both parties agree to cancel the existing contract with effect from 30th September 2016.

Answer

In case of cancellation of a non-standard contract previously reported with Table 2, market participants should submit a new lifecycle event report related to the non-standard contract indicating "C" in Data Field (45) Action type of Table 2. The report should also indicate the date of the cancellation of contract in the Contract date Data Field (12) of Table 2.

In the above case the non-standard contract that runs from 1 January 2008 through 31 December 2018 and with final execution on 30 August 2016, the market participant will be able to report the cancellation of the contract with 15 September 2016 in Data Field (12) Contract date and the amended delivery end date in Data Field (43) as 30 September 2016.

With regard to the reportable execution, it is our understanding that the last execution of the contract is on 30 August 2016 (the date the price and the quantity are settled), this should be reported as any other EXECUTION and reported on a T+1 month basis. Please see Annex II Section II of the TRUM for example of how to report transaction executed under the framework of non-standard contracts.

However, if the agreement of the contract on 30 August 2016 is a forward contract for the delivery of the energy in September 2016, related to the non-standard contract, this should be reported as any other BILATERAL forward contracts and reported on a T+1 month basis. Please see Annex II Section 1 of the TRUM for examples of how to report bilateral contracts.

The BILCONTRACT should be linked to the non-standard contract through the Linked Transaction ID field.

Question 3.1.15

Reference to documents: TRUM V2.0 , 3.2.6, page 20

TRUM V 2.0 3.2.10, pages 26-26; TRUM Annex II v 2.0* (2015-11-16) pages 6-9; TRUM Annex II v 2.0*, example 3.09

Reporting of Executions in case of a standard/non - standard Option contract (volume optionality)

As understood, EXECUTIONS need to be reported in case volume is not defined when concluding the contracts.

However, it is not clear if the same logic applies with Option contract with a definite strike prices and delivery period. As described in TRUM, an option exercise is not considered a lifecycle event. In the

example 3.09 (option via a broker platform), it is not clear whether any subsequent event ("execution") needs to be reported in order to specify the final volume.

A swing option, traded outside OMP

-fixed premium

-fixed strike price

-fixed delivery period

-maximum daily volume

-minimum total volume (for the entire delivery period)

Answer

The reporting of these type of flexible contracts is based on the reporting of non-standard contracts with Table 2 followed by EXECUTION or BILCONTRACT contract no later than 1 month after the price and the volume are known. Please see Q. 3.1.28 whether the execution should be reported as EXECUTION or BILCONTRACT contract, also considering that examples reported in Annex II to the TRUM are non-exhaustive.

Question 3.1.16

REMIT Implementing Regulation – Article 3(1)(a)(vi) - Other contracts for the supply of electricity or natural gas with a delivery period longer than two days where delivery is in the Union irrespective of where and how they are traded, in particular regardless of whether they are auctioned or continuously traded.

Tolling agreements allow for the conversion of a fuel into electricity between one party and another. The fuel that is nominated to the party converting the fuel remains in the ownership of the party requiring the electricity and the resultant electricity belongs to this same party. There is no transfer of title of either commodity and the financial settlement of the agreement relates to the availability of the converting party to convert the fuel.

Party A nominates a volume of its own gas to Party B, the converter (i.e. a power station). The resultant electricity is scheduled into the account of Party A. On a regular basis Party A will make a payment to Party B based on the availability of Party B.

Answer

If there is no transaction between the two parties in relation to a wholesale energy product, then this would mean there are no reportable transactions under the reporting obligation of REMIT. Market participants should assess if they enter into transactions for the delivery of the energy commodity or for the provision of services.

Question 3.1.17

REMIT Implementing Regulation Article 5(1)(b) and Annex, Table 1 Data Field (31) Unique transaction ID, Table 2 Data Field (11) Contract ID.

We understand that market participants need to agree on their method of generating a Contract ID – this can include using the UTI algorithm provided by ACER. However, what should a MP do if its counterparty provides the ID after T+1 or T+30 or indeed not at all and they have not agreed to use the ACER algorithm? This is particularly of concern as the use of the ACER algorithm is not mandatory.

Under REMIT, phase 2 transactions need to be provided either under Table 1 (for contracts that specify and outright price and volume) or under Table 2.

In submitting a Table 1 or 2 report the UTI field must be completed. However, it is possible a counterparty, who is not using the ACER algorithm, may not provide their UTI to us to enable us to report in the necessary timescales.

We are engaging with our CPs to ensure this does not occur but it is always a risk.

Our preferred approach is to:

1) Submit a temporary UTI, calculated based on the ACER algorithm.

2) Once we have received the UTI from the CP an 'error' report will be submitted to remove the previous report and a 'new' transaction report with the correct UTI will be submitted.

As an alternative to 2) we are also happy to simply submit a modify report if that is preferable to ACER. Can ACER please confirm this is acceptable?

Answer

Market participants should submit a temporary UTI (in Data Field (31) Unique transaction ID) in the new 'N' record, then once they have received the UTI from their counterparty, a 'Modify' report will be submitted to modify the previous report recalling the old UTI. In the Modify report, Data Field (31) Unique transaction ID should be populated with the new UTI and "AdditionalUtiInfo" field in the schema should be populated with the old (temporary) UTI.

This type of UTI update is possible only for Bilateral trades, i.e. Table 1 with Organised Market Place ID=XBIL.

Using Schema Table 1_Version 1

1st report Using Schema Table 1_Version 1

<uniqueTransactionIdentifier>UTI123</uniqueTransactionIdentifier>

<actionType>N</actionType>

2nd report Using Schema Table 1_Version 1

<uniqueTransactionIdentifier>UTI456</uniqueTransactionIdentifier>

< previousUniqueTransactionIdentifier> UTI123 </previousUniqueTransactionIdentifier>

<actionType>M</actionType>

Using Schema Table 1_Version 2

1st report Using Schema Table 1_Version 2

<uniqueTransactionIdentifier>UTI123</uniqueTransactionIdentifier>

<actionType>N</actionType>

2nd report Using Schema Table 1_Version 2

<uniqueTransactionIdentifier>UTI456</uniqueTransactionIdentifier>

< additionalUtiInfo> UTI123 </ additionalUtiInfo>

<actionType>M</actionType>

The above option is not possible when reporting trades executed on an Organised Market Place and non-standard contracts reportable with Table 2. In Table 1 (for trades executed at an OMP) and Table 2 'Modify' cannot be applied for amending the UTI and Contract ID respectively. Action type 'C' for 'Cancel' has to be used instead. For further information, please refer to Annex VII to the TRUM.

Question 3.1.18

Reference to documents: TRUM – Table 2 Reporting

We can trade transactions which will be reportable under Table 2, for which a premium or fee is payable at inception, regardless of the delivery or flow of the underlying commodity, however the deal is not considered an option.

We are therefore unsure as to where to report the deal premium or fee. If the trade was an option, it would be reported under Data Field (15), but this could already be populated with the pricing formula of the trade.

As per example in Annex II of the TRUM which is an annual gas swing contract. If a fee or premium was payable for that contract on transaction date, regardless of the final delivery flow, where in Table 2 would that premium be recorded?

An obvious place would be Data Field (15), but this has already been populated with the pricing formula for transaction.

A possible solution would be to describe the formula in Data Field (15) and then add the premium as an absolute amount at the end of the formula. Would this be acceptable to ACER?

Answer

When a transaction reportable under Table 2 includes a premium or fee payable at inception, regardless of the delivery or flow of the underlying commodity and the deal is not considered an option, that deal premium or fee, if it pertains to the service the trade is providing and unrelated to the volume of said product, would not be reportable.

Question 3.1.19

Reference to documents: ACER_REMIT_TRUM_v2.0, point 5

Question 1:

What has to be reported in the monthly reports of power Non-standard contracts, Table 1?

Question 2:

What has to be reported in the monthly reports of gas Non-standard contracts, Table 1?

Question 3:

Backloading for non-standard contracts Table I: reporting obligation starting July 6th, 2016?

Question 1:

- the total volume and the resulting average price of the contract (1 report) OR

- the volume summarised by each transmission system operator (4 TSOs) (1 report including 4 volumes and prices) OR

- the volume summarised by each transmission system operator (4 TSOs) (4 reports)

Question 2:

- the total volume and the resulting average price of the contract (1 report) OR

- the volume summarised by each gas market area (2 market areas) (1 report including 4 volumes and prices) OR

- the volume summarised by each gas market area (2 market areas) (4 reports)

Question 3:

In our understanding the backloading of bilateral non-standard contracts have to be reported from July 6th on: these are contracts which were concluded before April 7th and are still in delivery since April 7th or will start in the future.

- Is it correct that we report the framework contracts until July 6th and the first monthly Table 1 report will be send in August?

Question 1:

- the volume summarised by each transmission system operator (4 TSOs) (1 report including 4 volumes and prices)

Question 2:

- the volume summarised by each gas market area (2 market areas) (1 report including 4 volumes and prices)

Question 3:

- Is it correct that we report the framework contracts

Answer

It is the Agency's understanding that each transaction with each transmission system operator (different delivery point) has to be reported separately.

With regard to the backloading of bilateral non-standard contracts it is the Agency's understanding that contracts which were concluded before 7 April and are outstanding on 7 April have to be reported by 6 July 2016.

Question 3.1.20

Is a Hydro Storage Virtual Power Plant deal considered to be a contract for the supply of electricity and therefore reportable as a non-standard transaction under REMIT?

An example term sheet for such a deal would be:

Period: Cal-16

Delivery Point: French Power

Storage Volume: 50,000 MWh

Max Storage Level: 50,000 MWh

Min Storage Level: 0 MWh

Initial Storage Level: 30,000 MWh

Final Storage Level: 30,000 MWh

Inflows: 150,000 MWh – These would have a Hourly MW profile

Outflows: 50 MW – Daily nomination

The holder of the contact would then effectively be able to take physical power from the writer as long as they operated within the above constraints. The power taken would be at zero price in return for a premium paid upfront.

In the draft FAQ's issues after the Dec-15 ACER roundtable meeting, we note that Virtual Gas Storage contracts are not considered contracts for the supply of gas and therefore not reportable.

Based on this, we do not deem a Hydro Storage Virtual Power Plant deal to be a contract for the supply of electricity due to the significant similarities between this type of transaction and that of a Virtual Gas Storage transaction.

Could ACER confirm this view is correct?

Answer

If the holder of the contact is able to take physical power from the writer, this is a contract for the supply of electricity. This is a reportable contract pursuant to Article 3 of REMIT Implementing Regulation.

Question 3.1.21

Contracts for the supply of LNG before the entry flange (FAQs on REMIT transaction reporting, Answer to Question 1.1.9) of an EU LNG regasification terminal include, for example an exchange of title on the high seas with a free delivery clause/full diversion rights or at a non- EU liquefaction terminal. Based on the principle that the above delivery points are not at an EU LNG regasification terminal, then these contracts should not be reported.

However, if the buyer subsequently decides to send a cargo bought under this type of contract to an EU LNG regasification terminal, the cargo unloading will be subject to fundamental data reporting by the buyer. If the cargo -- once bought under this type of contract -- is "re-traded" by the buyer at or after the entry flange of an EU LNG regasification terminal then the contract relevant to this new transaction will be subject to reporting.

Answer

In the Agency's view contracts for the supply of LNG before the entry flange of an EU LNG regasification terminal, for example an exchange of title on the high seas outside the EU, are not subject to transaction reporting.

Cargos traded under such contracts are subject to the reporting of fundamental data provided once the cargo is unloaded at an EU LNG regasification terminal.

If the cargo - once bought on the high seas outside the EU under this type of contract is re-traded by the buyer at or after the entry flange of an EU LNG regasification terminal, then the transaction related to the new contract will be subject to reporting.

Question 3.1.22

Contracts for the supply of LNG at the flange of an LNG regasification terminal should not be reported unless there is an obligation to deliver to at least one EU LNG regasification terminal. In case of contracts with flexible delivery location including non EU destinations, this obligation arises only when a commitment is made to deliver a cargo at an EU LNG regasification terminal.

Once a cargo is confirmed to be delivered at an EU LNG regasification terminal, the transaction and commercial details relating to the cargo delivery can be reported using Table 2 and after delivery, an "execution" via Table 1 will be reported. Such reporting would apply to each cargo under "multi cargo or single cargo deliveries" contracts.

For multi cargo deliveries where all terms are similar for every cargo (e.g. price, delivery location, etc), the Market Participant could take a more efficient approach and ignore the "per cargo" approach. It could report the transaction and commercial details via a single Table 2 and the aggregated volume and price of executions once known via Table 1.

Please see examples in Annex I

Answer

The Agency has discussed the following scenarios with its stakeholders. In the Agency's view the following scenarios may occur:

Scenario 1: Single cargo supply contract agreement is made on the day the contract is signed (10th April 2016) that delivery will be at an EU LNG terminal. Delivery is due on 1st June. Cargo is made on 1st June and volume is 99% of estimated total.

This should be reported with: **Table 2** for Non-standard contracts within 1 month from the day the delivery into the EU was agreed + **Table 1** for the EXECUTION (delivery) within 1 month from the when price and volume are known.

Scenario 2: Single cargo supply contract, originally agreed to deliver to a Non-EU LNG terminal on the day the contract is signed, (April 10th 2016) but at a later date (May 12th 2016) the delivery optionality is exercised and parties agree to deliver to an EU LNG terminal . Delivery is due on 1st August. Delivery is made on 1st August and is 98% of estimated total.

This should be reported with: **Table 2** for Non-standard contracts, within 1 month from the day the delivery into the EU was agreed + **Table 1** for the EXECUTION (delivery) within 1 month from the when price and volume are known.

Scenario 3: Multi cargo supply contract and buyer has the option to choose where delivery is made globally depending on commercial preference at the time. Signed on 10th April 2016- agreed to deliver 10 cargos (each cargo 3million MMBtu) over 3 years to any LNG terminals in the world. On 7th September 2016, the parties agree to deliver one of the cargos to an EU LNG terminal. Delivery is due 1st December 2016. Delivery is made on 1st and 2nd December and is 102% of the estimated total.

This should be reported with: **Table 2** for Non-standard contracts for the cargo, within 1 month from the day the delivery into the EU was agreed + **Table 1** for the EXECUTION (delivery) within 1 month from the when price and volume are known. Any subsequent delivery / cargo delivered into the EU will be reported similarly.

Scenario 4. Single cargo supply contract, originally agreed to deliver to an EU LNG terminal on the day the contract is signed, (April 10th 2016) but at a later date (May 12th 2016) the delivery optionality is exercised and parties agree to deliver to a non-EU LNG terminal instead.

This should be reported with: **Table 2** for Non-standard contracts within 1 month from the day the delivery into the EU was agreed + **Lifecycle event (Cancel)** once the commercial agreement has been made to deliver to a non-EU location within 1 month from the day it was agreed to deliver the cargo to a non-EU LNG terminal.

Scenario 5: Multi cargo supply contract signed on 10th April 2016- agreed to deliver 10 cargos (each cargo 3million MMBtu) over 3 years, all with the same volume, price and delivery location which is an EU LNG terminal. First delivery is due 1st May. Delivery is made on 1st May and volume is 101% of estimated total.

This should be reported with: **Table 2** for Non-standard contracts within 1 month from the day the delivery into the EU was agreed + **Table 1** for the EXECUTION (delivery) per cargo**,** within 1 month from when price and volume are known.

Scenario 6: Spot in tank transfer Agreed to deliver gas in tank at an EU LNG terminal - fixed quantity of gas with spot delivery, at a fixed price. Contract is signed on 1st October for delivery on 2nd October.

This should be reported with: **Table 1 for Non-Standard BILCONTRACT contracts with outright price and volume** for the contract (as per normal pipeline gas supply contracts with outright price and volume) within 1 month from the when price and volume are known.

Scenario 7: Term in tank transfer. Agreed to deliver gas in tank at an EU LNG terminal - variable quantity over a 3 month delivery, with a formula based price. Contract signed 1st May and first months deliveries occur daily over May, June, July.

This should be reported with**: Table 2** for Non-standard contracts within 1 month from the day the delivery at EU LNG terminal was agreed + **Table 1** for the EXECUTION (delivery) per invoicing cycle period (i.e. monthly as per normal non-standard pipeline gas supply contracts) within 1 month from the when price and volume are known

Any contracts that were outstanding on 7 April 2016 should be reported as back loading, same as for any other contract for the supply of gas or electricity.

Question 3.1.23

Contracts for the supply of LNG after the entry flange of an EU LNG regasification terminal should be reported by both parties and the EIC W code for the facility should be used. Depending on the characteristics of the contract, Table 1 or Table 2 formats may be used, according to TRUM guidance article 3.2.5.

Answer

In the Agency's view the EIC W code is the correct EIC code to be reported. Please see Question 1.1.16 of the FAQ on Transaction Reporting document: "*Where contract for the supply of gas may be delivered at an LNG or a gas storage facility, then the EIC W code for that facility should be reported.*"

Question 3.1.24

LNG commercial transactions, associated with reloads at an EU LNG regasification terminal, (which are physical operations), are only reportable when the contract explicitly specifies a delivery point to be at or after the entry flange of an EU regasification terminal. For example, a reload can be associated with the following commercial transactions:

- At the origin EU regasification terminal
  - No title transfer happens, so there is no transaction reporting required (e.g. counterparty A reload gas from its in-tank inventory)
  - A title transfer happens in tank or at or after the entry flange, then this transaction is reportable (counterparty A transfers title to counterparty B at the flange which loads a cargo)
- At the destination regasification terminal
  - In case of a title transfer happens, paragraph A1-3 applies.
  - If there is no title transfer or commercial transaction, there is no transaction reporting

NB: The physical operation of reloading is covered by fundamental data reporting.

Answer

One terminal

In the Agency's view, it is reasonable to say that, if the reload occurs at the origin EU regasification terminal and no-title transfer happens, there is no transaction reporting required. Market participant A reloads gas from its in-tank inventory.

However, if a title transfer happens in-tank or after the entry flange, then this transaction is reportable if counterparty A transfers title to counterparty B at the flange which loads a cargo.

Two terminals

Whereas a title transfer happens at an EU destination (Market participant A reloads its own cargo from any (EU or non-EU) LGN facility and sells it to Market participant B at another EU LNG facility, destination), this transaction is reportable.

If there is no title transfer or commercial transaction, there is no transaction reporting.

Question 3.1.25

In the event that a decision is taken to divert a cargo from the EU terminal already notified to ACER then there might either be an amendment to the original transaction (where the new destination is within the EU) or a cancellation of the original transaction (where the new destination is outside of the EU/not known by the seller).

Answer

For a transaction already reported to the Agency: in case of cargo diversion from an EU terminal, a modification (Action type M) to the original transaction (where the new destination is within the EU) OR a termination (Action type C) of the original transaction (where the new destination is outside of the EU/not known by the seller) should be reported as lifecycle event.

Question 3.1.26

"Downstream LNG transactions", for example LNG truck loading and LNG marine fuel deliveries. These transactions are in scope as they are understood to take place at or after the entry flange of an EU LNG regasification terminal. Similar guidance to pipeline gas applies for reporting.

Answer

The Agency has already clarified in the FAQs on fundamental data and inside information document (Q. 3.2.2) that LNG truck loading is out of scope for reporting fundamental data reporting.

For the same reason, the Agency believe that transaction for the supply to LNG trucks are non-reportable.

Question 3.1.27

How to report index trades. We would like to request further clarification in relation to the reporting of index trades. Should index trades be reported using Table 1 only or should we report a Table 2 first, followed by a Table 1 document once the price is known?

Answer

Some contracts (both derivatives and non-derivatives) for physical delivery of gas or electricity (and/or their transportation) are traded on the basis that the price will be fixed by an index value or reference price upon its publication. When these types of contracts are traded bilaterally, market participants should consider the following examples in order to decide to report their trades with Table 1 or Table 2 of REMIT Implementing Regulation:

Trade example 1: A market participant (MP) buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract has a fixed price and quantity. Reporting using Table 1.

Trade Example 2: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract does not have a fixed price, but uses the following index:

ELECTRICITY-DAILY INDEX BASE SPOT-EXCHANGE X: meaning that the price for a Pricing Date will be that day's Specified Price per MWh of electric energy at constant power for delivery on the Delivery Date, stated in Euros, published on the exchange website. Reporting using Table 1.

Trade Example 3: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract does not have a fixed price, but uses the following index:

ELECTRICITY-MONTH FUTURES BASE-EXCHANGE X: meaning that the price for a Pricing Date will be that day's Specified Price per MWh of base electricity on the EXCHANGE X of the Futures Contract, stated in Euros, published on the exchange website. Reporting using Table 1.

Trade Example 4: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract does not have a fixed price, but uses the following formula index:

EUR2/MWh + ELECTRICITY-DAILY INDEX BASE SPOT-EXCHANGE X: this means that the price for a Pricing Date will be that day's Specified Price per MWh of electric energy at constant power for delivery on the Delivery Date, stated in Euros, published by EXCHANGE X on the exchange website. Reporting using Table 1 with the value of EUR 2 in Data Field (36) Index Value

Trade Example 5: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract does not have a fixed price, but uses the following formula/basket index:

50% ELECTRICITY-DAILY INDEX BASE SPOT-EXCHANGE X + 50% ELECTRICITY-MONTH FUTURES BASE-EXCHANGE X. Reporting using Table 2. Executions will be reported using Table 1.

Trade Example 6: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract does not have a fixed price, but uses the following index:

A bilaterally agreed unpublished price e.g. the yearly unit cost of production of a gas rig in the North Sea that they jointly own. Reporting using Table 2. Executions will be reported using Table 1.

Trade Example 7: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract does not have a fixed price, but uses the following formula/basket index:

50% ELECTRICITY-MONTH FUTURES BASE-EXCHANGE X + 50% of a bilaterally agreed unpublished price e.g. the yearly unit cost of production of a gas rig in the North Sea that they jointly own. Reporting using Table 2. Executions will be reported using Table 1.

Trade Example 8: A MP buys an electricity forward contract directly from a counterparty for delivery of 25MW in Country A for the month of August 2016. The contract has no fixed price, but uses the following index:

MONTHLY AVERAGE OF ELECTRICITY-DAILY INDEX BASE SPOT-EXCHANGE X: meaning that the price for a Pricing Date will be the average of all day's Specified Prices in the month per MWh of electric energy at constant power for delivery on the Delivery Date, stated in Euros, published on the exchange website. Reporting using Table 2. Executions will be reported using Table 1.

When the price of an Index trade is calculated, then Table 2 should apply for the traded and Table 1 for the EXECUTION. Any available index trade that does not have a calculation, rather than a price differential, without calculation should be reported with Table 1. The examples above apply to both gas and electricity contracts.

Question 3.1.28

Can the Agency provide additional guidance on the difference between bilateral contracts executed outside an organised market place and EXCUTION under the framework of non-standard contracts?

Answer

In the Agency's view, in order to distinguish bilateral contracts executed outside an organised market place and EXECUTION under the framework of non-standard contracts the framework under which these contracts are executed may play a key role.

The Agency's stakeholders have provided the following input:

A typical structure of the bilateral contracts for the supply for electricity and/or gas may include (EFET master agreement for electricity), see also Graph 1 below:

1. General Agreement („main body"): Who can use it as a Party? : traders, generators, suppliers, grid operators, customers, having access to the grid

Products: standard physical power/gas products (base/peak, intraday, spot, gas day, forward), non-standard physical products or physical options as well

2. Election Sheet: contains the results of the negotiation between the Parties about the processes described in the General Agreement:

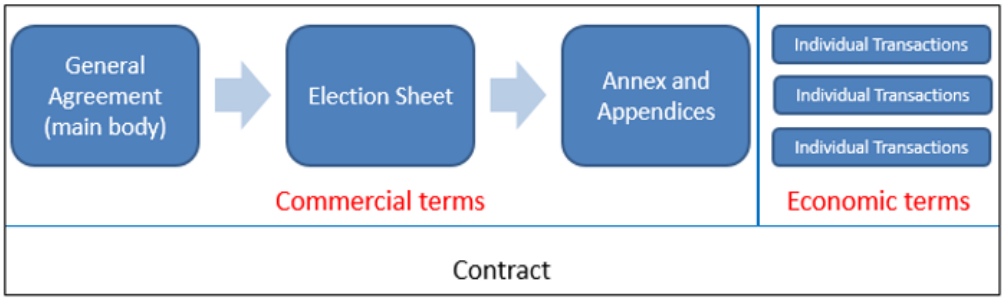
Clauses marked („…unless otherwise specified in the Election Sheet…") in the main body have to be customised. Any other clause may be customised.

3. Annexes (part of the General Agreement by default): Definitions, Confirmation templates

Appendices (optional, selection): Credit Support Annex (bilateral Margining), Allowances Appendix (Emissions Allowances)

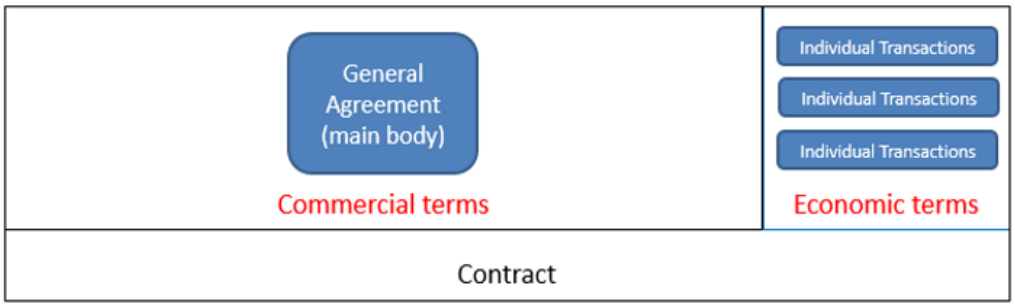
4. Individual transactions defining precisely the energy related contract.

Graph 1 – Example of the typical structure of the bilateral contracts for the supply for EL and/or NG



However, other master agreements may not include some of the parts indicated above but are general contracts for the supply for electricity and/or gas that have two main parts: a commercial part and an economic part (see below Graph 2).

Graph 2 - Example of the typical structure of the bilateral contracts for the supply for EL and/or NG

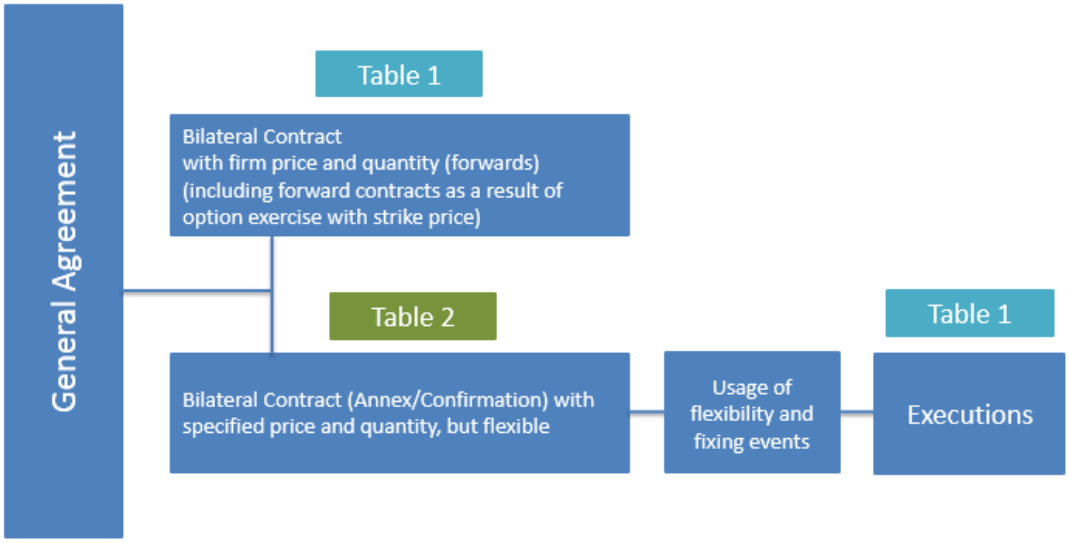


Scenario (1)

If market participants have agreed commercial terms under a General Agreement, then market participants may:

1. Negotiate the economic terms and conclude a contract (commercial + economic terms) -> a REMIT bilateral contract reportable with Table 1; or

2. Negotiate the economic terms and conclude a contract (commercial + economic terms) with flexibility -> a REMIT non-standard contract reportable with Table 2 (price and quantity may change at a later stage)



Scenario (2)

Alternatively, depending on the agreement they may have, market participants may have already agreed the commercial and economic terms in one agreement (contract) which includes non-standard contract clauses such as take or pay and/or reselling of already purchased quantities and/or different pre-defined pricing formulas.

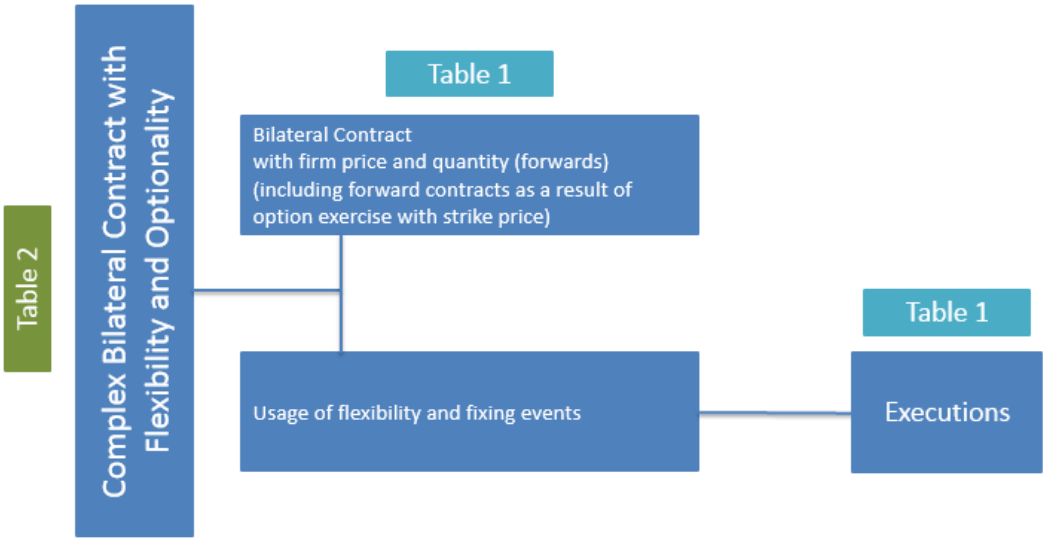
Under such a contract, a REMIT non-standard contract reportable with Table 2, quantities and prices are not necessarily pre-defined (but they may be) and at least one of the parties is obliged to deliver/offtake agreed quantity or has the single right to request this from the other party.

Under this type of agreement there may be different nomination, pricing flexibility, option exercise and possibility to enter into forward contracts or additional volumes.

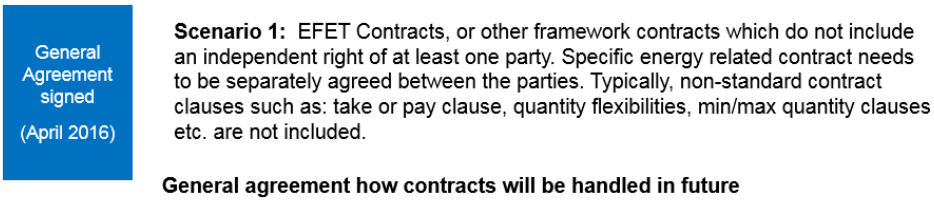
Under such a framework agreement, market participants may:

1. Negotiate the economic terms and conclude a new contract: a REMIT bilateral contract reportable with Table 1 (Contract name under Data Field (22) shall be populated with BILCONTRACT and Data Field (32) Linked Transaction ID shall include the Contract ID of the non-standard contract reported in Table 2); or

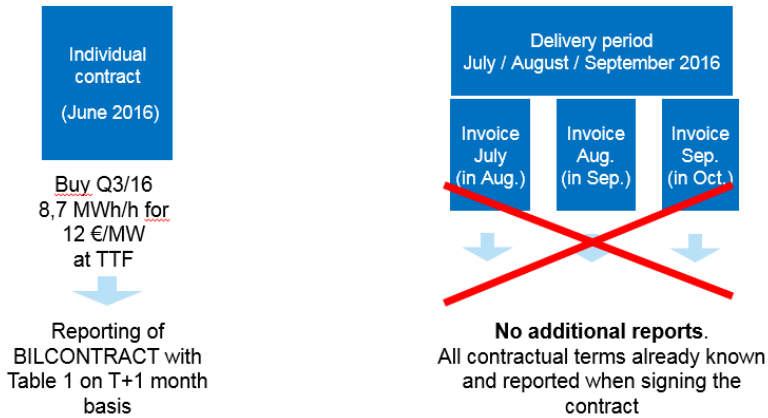
2. Use the flexibility and fixing events which can be reported as EXECUTION with Table 1 (Contract name under Data Field (22) shall be populated with EXECUTION and Data Field (32) Linked Transaction ID shall include the Contract ID of the non-standard contract reported in Table 2).



Below a few examples related to scenario (1) and (2):



Example 1: BILATERAL contract reportable with Table 1 (e.g. bilateral contracts not traded on OMPs)

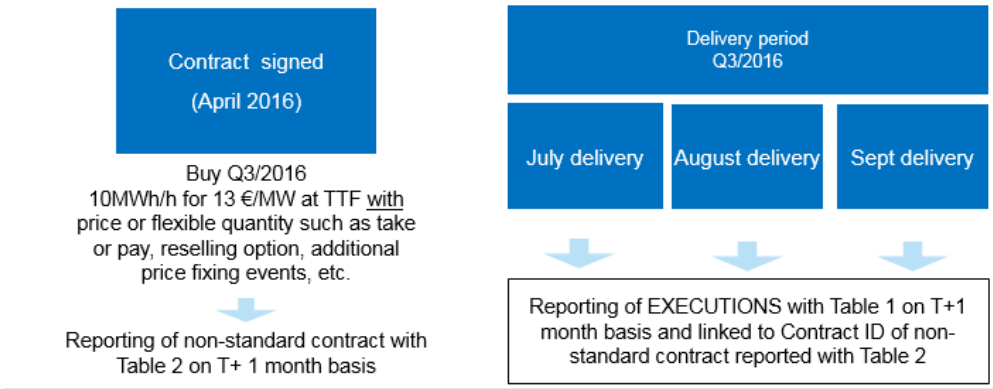


Scenario 2 (1 to 4):

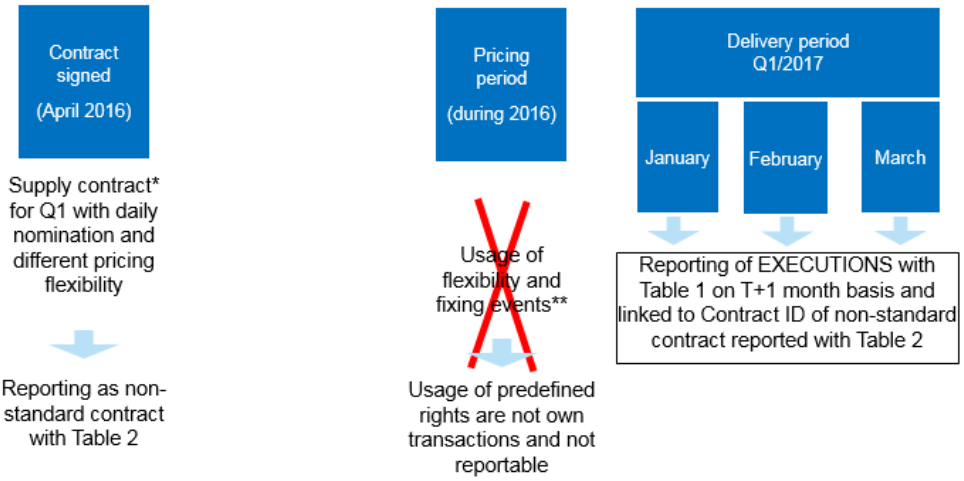
- Framework agreement includes non-standard contract clauses such as take or pay and/or reselling of already purchased quantities and/or different pre-defined pricing formulas;
- Quantities are not necessarily pre-defined
- At least one of the parties is obliged to deliver/offtake agreed quantity or has the single right to request this from the other party
- Legal relationship between the parties is fixed

Framework Agreement with different nomination, pricing flexibility, option exercise and possibility to enter into forward contracts or additional volumes

Example 2.1: Non-standard contract reportable with Table 2 and EXECUTION(s) reportable with Table 1

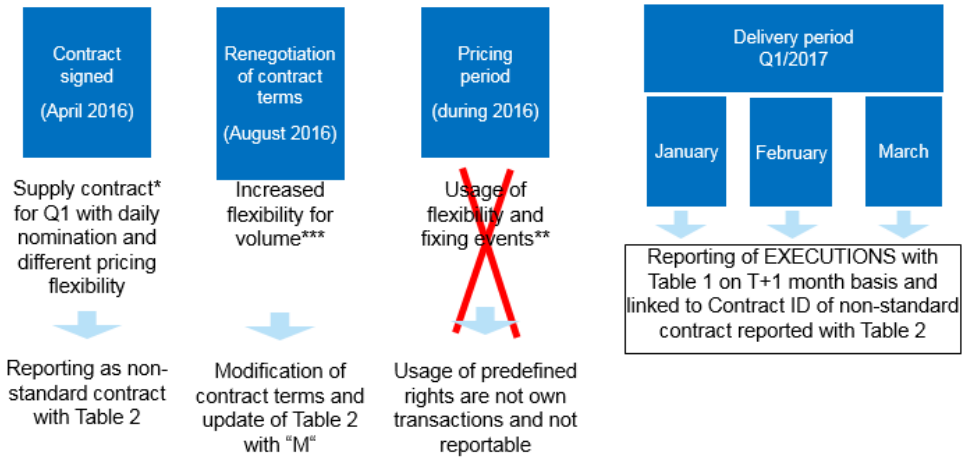


Example 2.2: Non-standard contract reportable with Table 2 and EXECUTION(s) reportable with Table 1



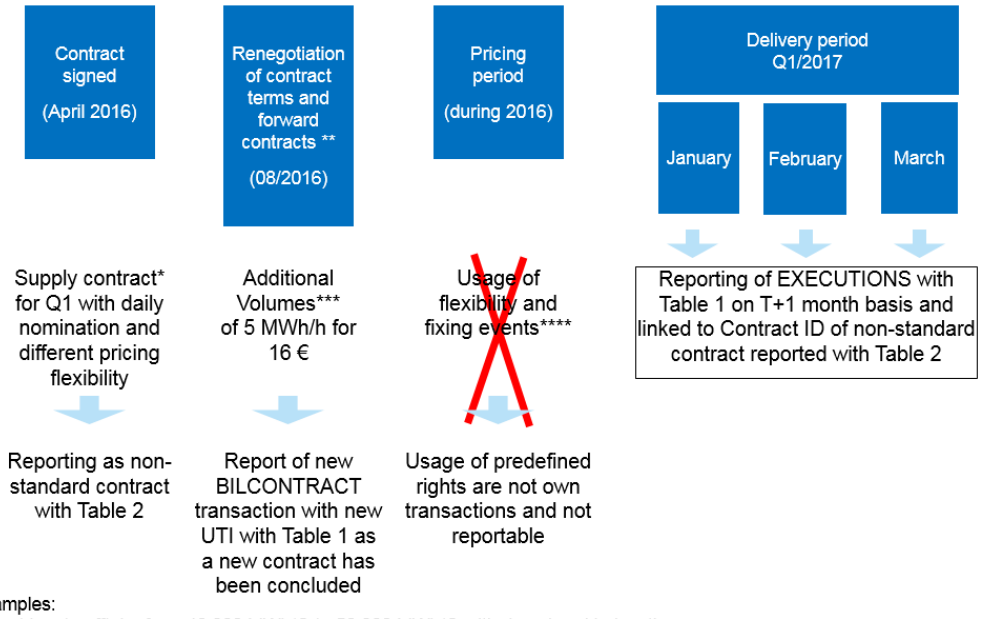
Examples:
*Client has to offtake from 40,000 MWh/Q to 50,000 MWh/Q with day-ahead indexation
**Fixing of 10 MWh/h for 12 €/MW (current forward price). Price components of total volumes is partially changed.

Example 2.3: Non-standard contract reported with Table 2, Table 2 Modification (M) and EXECUTION(s) reportable with Table 1



Examples:
*Client has to offtake from 40,000 MWh/Q to 50,000 MWh/Q with day-ahead indexation
**Fixing of 10 MWh/h for 12 €/MW (current forward price). Price components of total volumes is partially changed.
***Increase volume by 20 %. Client can offtake 48,000 MWh/Q to 60,000 MWh/Q

Example 2.4: Non-standard contract reportable with Table 2, EXECUTION(s) reportable with Table 1 and "new bilateral transaction event" reportable with Table 1 as BILATERAL contract



Examples:
*Client has to offtake from 40,000 MWh/Q to 50,000 MWh/Q with day-ahead indexation
**Including forward contracts as a result of option exercise with strike price
*** New contract with firm quantity and price is concluded
****Fixing of 10 MWh/h for 12 €/MW (current forward price). Price components of total volumes is partially changed

Question 3.1.29

How should market participants report their BILCONTRACT executed outside an organised market under the framework of non-standard contracts? Examples 24.01 and 27.01 are about options which seem to execute BILCONTRAT but they show the reporting of EXECUTION.

Answer

On the basis of the input provided to the Agency's by its stakeholders, example 24.01 and 27.01 may (but not necessarily) be amended accordingly. As the non-standard contract reported with Table 2 is an option with monthly exercise on the 4th business day preceding the start of month, the transaction as a result of the option exercise should be reported as BILCONTRACT transaction in Table 1 linked to the non-standard contract previously reported with Table 2, by using the field for Linked Transaction ID.

Similarly, example 27.01, if the transaction is executed ahead of the delivery with the characteristics of any other transaction of BILCONTRACT type, please see Question 3.1.28, then such a transaction should be reported as BILCONTRACT transaction linked to the non-standard contract previously reported with Table 2.

Question 3.1.30

As OMP we are planning to expand our portfolio of services with implementation of a centralized market for bilateral contracts. Our trading activities will be based on two matching mechanisms: auctions based mechanism and continuous trading mechanism. Therefore, we will offer standardized products as base load, peak load, off peak load products with different delivery time intervals (hourly products, weekly, monthly, half-year, year, etc.) via continuous trading mechanism. Our REMIT reporting problem issue is that we cannot classify some of our products that we will offer through this auctions market mechanism according to ACER manuals criteria.

Our OMP will act as a central counter party for the products traded via the auctions based trading mechanism as the products traded on the continuous trading screen will be dealt bilaterally.

For example, we will offer a product that according to REMIT guidance could not be classified as block hour and neither as base load, so we could not decide how to classify in the list with standard contracts or more precisely, is it possible to standardize products with daily deviations of +/- 10% or 20% traded via auctions trading mechanism?

Also, how do we need to report offers and trades for products traded via auctions mechanism? May be we need to report them on T+1 with Table 1, but for a one-year delivery contract, dealt on auctions mechanism we will have different quantities each hour in the coming days with possibility for different daily deviations between +/- 20%?

We have classified and specified in ACER`s list of standard contracts product Customizable (+/20%) one-year Base Load with deviations in the load of +/- 20%. This product will be available for trading via our OMP auctions trading mechanism. Every day, MP may have different quantities with +/- 20% for each hour during one-year period.

This kind of contacts usually on XYZ market are reported via Table 2 and as execution with Table 1 after the delivery and after counterparts have received invoices clarifying the prices and the quantity. As OPM, how do we need to report this contract as the future quantities will not be clear to us at time when this contact is concluded, as the quantity deviations will be dealt between the both parties one day before the delivery day?

As the MP`s will have agreed one contract by OMP auctions mechanism with defined terms of payment, what is the right way to report this kind of trades? Do we need to report on a daily basis the different quantities under one-year Customizable (+/20%) Base Load product for this contract every day regarding the nominations schedules not clarifying that this kind of contact is one-year contract under which conditions MP could trade +/-20% deviations from the base load or do we need report this kind of contract just once on T+1 after the auction is finished?

If we have one year contract with base load 10 MW and +/-20% deviations at price of 30 Euro/MW, than the MP that won the auction session will have contract for execution and the buyer will need to send nominations schedules to the seller day before the delivery day regarding his needs, with

quantities between 8 MW and 12 MW at price of 30 Euro/MW. If this contract is been concluded once on auctions mechanism at the OMP together with this contract details, what is the right way for reporting?

The auction is anonymous and XXXX is always central counterparty. For example:

1.Company A initiates an auction for sale;

2.XXXX on behalf of company A holds an auction, as XXXX publishes the auction on the webpage and in the ETS;

3.Company B and C are the buyers;

4. XXXX signs a contract for purchase with company A and two contracts for sale with companies B and C;

5. Company A sends nominations to the TSO for delivery and to XXXX for consumption;

6. XXXX sends nominations for delivery to the TSO for company B and C and companies B and C also sent nominations for consumption to XXXX;

7. Companies A, B, C remain anonymous for each other, as they sign contracts only with XXXX.

Answer

Based on the information provided above, although the exchange acts as a counterparty it seems that the auction is organised on behalf of one party and there is no organised market place (the trade does not take place at an organised market place). Please see Question 1.1.15.

Therefore, based on the above assumptions, the Agency would expect the following transaction reports on a T+1 month basis:

Sell side: One report for a contract between:

- MP1 (the generator) reported in Data Field (1) and other market participant (OMP ID) of the exchange in Data Field (4) to be reported with Table 2 (including the details of the price, quantity and any flexibility of the contract)

When the exchange has an ACER code (e.g. is also an RRM) or an LEI (the one used for the registration to the list of OMPs) one of the two can be used in Data Field (4) ID of other market participate or counterparty. However when the OMP does not have an ACER code or an LEI but only a MIC code, then a fictitious code such as XMIC00000.EU can be used (where XMIC is the MIC code of the exchange acting as central counterparty, please see also Q. 2.1.5).

Buy side: several reports, as many buyers entered into transaction, between:

- MP2 (the buyer) and other market participant (OMP ID) to be reported with Table 2 (including the details of the price, quantity and any flexibility of the contracts)
- MP3 (the buyer) and other market participant (OMP ID) to be reported with Table 2 (including the details of the price, quantity and any flexibility of the contracts)
- MP….. (the buyer) and other market participant (OMP ID) to be reported with Table 2 (including the details of the price, quantity and any flexibility of the contracts)

Table 2 has a field called CONTRACT ID (rather than UTI) and this should be filled in with the same ID for all the above transactions (Data Field (11) in Table 2).

At this point, the following should be considered:

1) If the total quantity is not known prior to the delivery and the delivery is nominated every day during the contract, e.g. a contract for December is nominated daily according to the flexibility of the contract, meaning that the total volume on 30 November is not known, then the execution should be reported according to the example in Annex II, Section 2 of the TRUM, .e.g. once a month after the delivery on a T+1 month basis.

Please see Annex II of the TRUM for further guidance. The final agreed delivered volume and price, from the sell side and from the buy side should be reported with Table 1 as EXECUTION and linked to the CONTRACT ID reported in Table 2.

2) If the price and volume are fix prior to the delivery e.g. are known in November for all the delivery period of December, both party have agreed on the final volume and price. Once these are set, cannot be changed and therefore these contracts are forward contracts. The final agreed delivered volume and price, from the sell side and from the buy side should be reported with Table 1 as BILCONTRACT contract and linked to the CONTRAC ID reported in Table 2.

Please note that given the complex nature of these contracts, if they have a defined volume and price prior to delivery of the commodity, these executions should be treated as forward contracts (please FAQs document on transaction reporting, Question 3.1.14 and Question 3.1.28), meaning that they are reportable as BILCONTRACT contracts linked to Table 2 which was previously reported. This implies that the report has to represent the same granularity of information of any other BILCONTRACT contract (please see examples in Annex II, Section 1 for bilateral contracts) and not the type of information with the granularity of the EXECUTION as per ANNEX II, Section 2.

Irrespective of the type of execution, e.g. BILCONTRACT contract or EXECUTION, these have to be reported with Table 1 within 1 month from when the price and quantity are known and, they should include:

Sell Side: One report for a contract between:

- MP1 (e.g. the generator) and other market participant (OMP ID) to be reported with Table 1 (including the details of the price and quantity, and if the contract is BILCONTRACT type one, with a full delivery profile of the contract). Please see Annex II for examples.

Buy side: several reports as many buyers entered into transaction, between:

- MP2 (the buyer) and other market participant (OMP ID) to be reported with Table 1 (including the details of the price and quantity, and if the contract is BILCONTRACT type one, with a full delivery profile of the contract). Please see Annex II for examples.
- MP3 (the buyer) and other market participant (OMP ID) to be reported with Table 1 to be reported with Table 1 (including the details of the price and quantity, and if the contract is BILCONTRACT type one, with a full delivery profile of the contract). Please see Annex II for examples.
- MP….. (the buyer) and other market participant (OMP ID) to be reported with Table 1 (including the details of the price and quantity, and if the contract is BILCONTRACT type one, with a full delivery profile of the contract). Please see Annex II for examples.

All of the above (both sell side and buy side) with the same UTI (only for BILCONTRACT contract type) in Table 1 and (still in Table 1) Linked transaction ID reporting the CONTRACT ID previously reported with Table 2.

Please note that while there is no obligation for the exchange that is organising the auction to report the market participants records (the obligation lays with market participant) nothing prevents the exchange to provide the reporting service to their clients.

In addition, as already stated in Question 1.1.15, if the Auction is or is not a multilateral system (or any other system or facility in which multiple third-party buying and selling interests in wholesale energy products are able to interact in a way that results in a contract) and therefore not an Organised Market Place, has to be assessed by the person who runs the Auction.

Question 3.1.31

Table1 document is rejected because of missing quantity tag. Update from user:

During a previous webinar it was definitely stated, that it is not necessary to provide quantity value in execution.

Please give us an official recommendation how we can calculate MW value in case:

1. We have 1-1 for-a-month aggregated delivered energy value for peak, off-peak, deep-offpeak periods. The unit price is known, and is different at peak, offpeak, and deep-off-peak period.
2. The 1-1 total amount (cost) is known for peak, offpeak, deep-offpeak period.
3. Not known that how many hours was operating the unit during the contracted periods.
4. Example :

We have 1000000 HUF total cost, 100 MWh total delivered energy for January for a generating unit, the unit price is 10000 HUF (/MWh). All of the values concerns now the peak period.

What should we calculate for MW value if not known the number of operating hours of the unit in question?

Answer

Based on the information provided above, it is our view that given that operating hours are not known, this type of contract should be reported as a non-standard contract using Table 2. Table 1 should be used for the EXECUTION when the price and quantity are known.

Question 3.1.32

We are a utility and fall under the REMIT regulation. We ask you to answer us the following questions concerning transaction reporting:

1. There is a non-standard contract with a defined price and a fixed (no flexibility) volume for the delivery period. The profile of the volume is shaped (every hour another volume). Is it necessary to report executions for this contract, although it is possible to determine the notional amount (Data Field (38)) and the total notional contract quantity (Data Field (41)) for Table 1 of the TRUM?
2. Market participants are required to report (within Table 1) the data fields „Load delivery intervals“ (Data Field (54)), „Delivery capacity“(Data Field (55)), „Quantity unit used in Data **F**ield (55)“ (Data DField (56)) and „Price/time interval quantity“ (Data Field (57)). The examples in the Annex II of the TRUM implicate that these data fields only have to be populated in case of deals/contracts which have been concluded at an OMP (e.g. an auction). In all other examples in the Annex II (including examples for non standard deals) these data fields aren´t populated. Given that we ask you to answer us the following questions:
   a) Have these data fields to be populated in case of OMP contracts/deals only or also in the case of non-OMP deals/contracts?
   b) Have these data fields to be populated only in case of standard contracts or also in case of non-standard-contracts (□ executions of non-standard-contracts)?
3. The examples of the Annex II in the TRUM indicate that the load type for gas deals is in all cases “Gas day (GD)” irrespective if the load is variable or not variable. Is this correct or do we have to define the load type of deals with variable load profile as “shaped” (as in the case of power contracts)?

Example for 1:

Delivery Period: 01.01.16 (06:00) – 01.01.17 (06:00)

Price: 25 EUR/MWh

Total Volume: 20.000 MWh

Hourly Volume:

01.01.16 06:00 2,3 MWh

01.01.16 07:00 1,8 MWh

01.01.17 06:00 1,2 MWh

Our interpretations of the two cases are

The contract has to be reported using Table 1 of REMIT Implementing Regulation because it has a defined price and volume. It's not necessary to report executions

Answer

Based on the information provided above, it is our understanding that, since the contract has defined price and volume, it has to be reported using Table 1 of REMIT Implementing Regulation. It is not necessary to report executions.

Annex II to the TRUM suggests that examples from one type of contract can be used to report another type of contract.

Regarding question 3, based on the information provided above, it is our understanding that the reporting will depend on the contract. If the contract defines the shape, then the shape should be reported. If the contract defines the amount of gas for a day but nomination can be done at any hour of the day, then the gas day values should be reported.

Question 3.1.33

Question 1: Is the aggregate delivery point or the sub terminal delivery point required? For example, for Beach contracts at Bacton, would we report the main Bacton terminal, or Bacton SEAL, which is the sub terminal?

Question 2: In Table 1 – Data Fields (38) Notional amount and (41) Total notional contract quantity) – since we can report non-standard executions after invoicing, do these fields refer to the value of the invoice for that month, rather than the full agreement (which is not a defined amount) which may stretch over a year?

Answer

Based on the information provided in the first question above, it is our understanding that the delivery point should be reported according to the terminal indicated in the contract. For example, if the contract indicates the sub-terminal, then both parties should use that EIC code.

OR

If the delivery point is at a terminal (e.g. for Beach contracts at Bacton), then the EIC code for the aggregate main terminal can be reported.

With regard to question 2, please see Annex II to the TRUM. (To be finalised)

Question 3.1.34

For transactions with a load profile is there the whole profile to be reported? 365 * 24 * 4 = 35040 quarterly hour values for a year profile?

Example: Shaped transaction (load profile) for 2017.

I don't need to provide the whole load profile but just the information "shaped".

Answer

If transactions with a load profile have different quantity and price for each time interval, each time interval should be reported within the report. If a shaped transaction has 365 * 24 * 4 = 35040 quarterly hour values, all of them should be reported.

Question 3.1.35

Reference to documents: REMIT Implementing Regulation, Annex (Details of reportable contracts), Table 1, Data Field (32) Linked Transaction ID

Reporting geographical swaps across EU borders (e.g. one leg with delivery in EU, other leg with delivery out of EU).

Example:

1. EU market participant performing geographical swap – selling in Germany, Buying in Switzerland
2. EU market participant performing geographical swap - selling in Hungary, buying in Serbia

Possible interpretations:

1. Only transaction with delivery in EU is reportable. Linked transaction outside EU is out of scope of REMIT. The respective EU leg is reported as a single transaction

   Or

Both legs of geographical swap is reportable as linked transactions as long as one side of trade is in EU.

Answer

In case of a geographical swap where one leg has delivery in the Union and the other leg has delivery outside the Union, only the leg with the delivery in the Union shall be reported according to Article 3(1)(a) of REMIT Implementing Regulation.

Question 3.1.36

We are a service providers for public utilities. We will conduct REMIT messages for our customers. Regarding the reports we have a question.

Please tell us, if also load profile data, in an hourly (gas) or quarter-hourly granularity (power), must in addition be reported with the messages for shaped gas products (with fixed price)? Or must the shaped-products be reported as standard products (without additional load data)?

Profiled gas contracts with a defined price and quantity should be reported with Table 1.

Must load profile data, in an hourly (gas) or quarter-hourly granularity (power), in addition be reported with the Table 1-messages?

Example for shaped product:

Company A sells 6000 MWh @ €21 to Company B. The profile of the delivery is:

Jan16: 1,0 MW

Feb16: 2,0 MW

Mrz16: 1,5 MW

Apr16: 0,8 MW

May16: 0 MW

Jun16: 0,2 MW

… etc.

We believe that no load profiles must be reported additionally to the Table 1-Data.

Answer

If transactions with a load profile have different quantity and price for each time interval, each time interval should be reported within the report. If a shaped transaction has 365 * 24 * 4 = 35040 quarterly hour values, all of them should be reported.

Question 3.1.37

Reference to documents: REMIT Implementing Regulation Article 5

Definitions of known price and volume for reportable executions are unclear. For non-standard supply contracts of gas or electricity, where there is not a fixed price commodity rate defined in the contract, which volume and price is considered to be the reportable execution?

Example: If a customer makes multiple forward-purchases ahead of a delivery month through their supplier for a specific volume for this specific delivery month at a specific price, with any remaining un-hedged volume then priced on a market index; all of which are subsequently used in calculating a weighted average invoice unit rate; what should the customer report?

1. Each trade made at the time of trade, only.
2. Each trade made at the time of trade, and the remaining volume on the index price at time of invoicing (once volume and price are known).
3. Just the final weighted-average unit rate and total consumption at time of invoicing (and then a final monthly average, or each settlement period price).

Our view: Option 1 above.

It is our understanding that only the executions for forward purchases are reportable as it is these transactions which could affect the market.

Answer

Based on the information provided above, it is our view that all the contracts have to be reported. If the forwards with defined price and quantity are agreed and the price remains unchanged, then these contracts have to be reported as BILATERAL contracts. Any remaining un-hedged volume priced on a market index should be reported as EXECUTIONS. Please see Question 3.1.28 of the FAQ on Transaction Reporting document.

Question 3.1.38

Reference to documents:
Ref [1]: The XSD that defines how the Table1 fields can be put together in the XML: ”REMITTable1_V2.xsd” Ref [2]: ACER_REMIT_TRUM_ANNEX_II_v2.0.pdf

We want to repeat the Delivery Profile section of Table1 for each “Delivery point or zone”. This does not seem to be possible according to Ref [1].

For example: We have a non-standard contract (using Table2) for a “delivery point or zone”= Sweden (“10YSE-1--------K”). For this contract we will have executions (using Table1 for this), in up to four different “delivery point or zone” s (LUL:”10Y1001A1001A44P”, SUN: “10Y1001A1001A45N”, STO:“10Y1001A1001A46L”, MAL:“10Y1001A1001A47J”).

What we really would like is to be able to repeat only the Data **F**ields: (48), (55) and (57) four times, i e we want to state “Delivery capacity” and “Price/time interval quantity” for each of the four delivery points respectively, while all other fields in the report are the same. This does not seem to be possible according to ref [1].

We have seen examples in the pdf that are close to what we want, see ref [2]:

- pages 210-211: Data **F**ield (48) is multiplied

- page 58: Data **F**ields (54-57) are multiplied

- page 131: Data **F**ields 49-57 are multiplied.

Our question is whether our example with having at least these three fields together, repeated [48, 55 and 57], also could be possible?

Our interpretation is that with the current XSD it is not possible to achieve what we want to do.

Answer

Based on the information provided above, it is our understanding that each execution for each delivery point should be reported separately. The FAQs document on transaction reporting has already addressed this question, please see Question 3.1.16.

Question 3.1.39

As we do not find a relevant transaction reporting examples suitable to our case, please find enclosed the description of our specific transaction and how we propose to submit it.

For its procurement of grid losses, TSO X tenders on yearly basis a certain amount of power to the market:

- This is a yearly shaped profile with a fixed volume, e.g. 10 lots à 43395 MWh per lot for the year 2017 (8760 hours) were tendered in 2015/ 2016 with a certain shape.
- Market participants willing to participate in the tender could offer their prices for the overall profile (e.g. EUR 31, 69) and the market participants with the cheapest price are contracted.
- We consider that as a non-standardized transaction, but with a fixed volume and price, so will use TABLE 1 for reporting, see example below
- For Data **F**ield (40) Quantity / Volume we will use the average clip size rounded with two decimal places, i.e. 43.395 MWh / 8760 hours = 4,95 MW
- In Data **F**ield (54) Load Delivery Intervals we enter “00:00/24:00” per default

Please find the complete example and how we intend to report in the Excel file enclosed.

We would welcome, if you could approve our suggestion and add the example to the ANNEX II of the TRUM, so we could communicate accordingly to our counterparties.

Answer

Based on the information provided above, it is our understanding that this is a BILATERAL contract with shaped profile. Each hour with different quantity and price should be reported in the report.

Question 3.1.40

Related documents: Article 2, Article 2(2) and (3) of 1348/2014, Article 5(1) a,b (2) of 1348/2014; Article 7 (2) of 1348/2014; Regarding field TRUM Table 1 Transaction Timestamp Data **F**ield (30) and reporting Table 1 – bilateral in T+1

How to classify (standard or non-standard) complex day-ahead hourly electricity products executed bilaterally outside the organised market place is not admitted to trading at an organised market place and if classified different than our view then when to report and with which able?

1. With some of our partners we trade day-ahead hourly electricity products executed within the framework of general/master agreement bilaterally outside the organised market place. This master agreement sets the rules for trading activity of the two counterparties to the contract and it is specifying the range of the volumes available for trading as sometimes these volumes can differ regarding the buy and sell positions in the counterparties portfolios and these positions, during the trade period (one month) will be technically still open until the end of the month when is the invoicing date and the correct price and quantity can be discovered.

In our opinion, this contract may be classified as non-standard complex shaped/profile contract as it is not traded at an organised market place, but only bilaterally between the two parties and it is not admitted to trading at an organised market place (not visible to the market, not available for trading to market participants, would be traded only once and would then expire and not be tradable any more).

Our understanding is that we should report the abovementioned trade with Table 1 to identify the details of transactions executed within the framework of non-standard contract reported with Table 2. This execution will be reported once the delivered quantity and the price are known after the invoicing cycle, but no later than 30 days after the discovery of price and quantity. Can you confirm this?

Also, could we use the details (time of the invoicing) from the invoice for filling the Transaction Timestamp in the Table 1 field? For this kind of contract our positions will become clear and will be known after the invoicing cycle, so that is our only reasonable option.

2. With other partners we have master agreement and annex based executions with clear and closed positions regarding the price and quantity. In our opinion, this annex may be classified as non-standard contract for base load, pick load off-pick load annex contract as it is not traded at an organized market place, but only bilaterally between the two parties. Could we report this contract just with Table 1 as Bilateral on T+30 or Bilateral on T+1?

3. The qualification whether the contract is "standard contract" or "non-standard contract" is specified by ACER`s list of standard wholesale energy contracts as it defines the types of such contracts. Decisive for the reporting as standard contract or non-standard is the fact whether a contract is or is not listed as such in the Agency's REMIT database.

According to the primary criterion stated by Article 2(2) and (3) of the REMIT Implementing Regulation if contract (for example in our case day-ahead hourly electricity products) has been traded bilaterally and has not been admitted to trading at an organised market place (not visible to the market and not available for trading to market participants and would be traded only once and would then expire and not be tradable any more), but in the same time this kind of contract has been published in the ACER list of standard contracts, (for example Bulgaria Baseload (CET 00-24) with delivery zone 10YCB-BULGARIA-F). Does the fact that the contracts which have been published in ACER`s list as standard for 10YCB-BULGARIA-? Delivery zone makes these contracts standard, despite the fact that are traded bilaterally and have not been admitted to trading at an organised market place? How do we need to report, for example this year contract Baseload 00-24 CET with delivery zone 10YCA-BULGARIA-R? Could you please answer when do we need to report the contract: on T+1 or T+30 as Bilateral with Table 1?

Answer

The FAQs document on transaction reporting has already addressed this question, please see Question 3.1.28.

Question 3.1.41

I have questions regarding REMIT reporting obligations.

1. As it is noted in the Fundamental Acts market participants are obliged to report contracts concluded outside organized market but which have defined quantity and price as Standard Contracts with the deadline of one working day. Our questions regarding this type of contracts are as follows:

- What if the price is defined but quantities are flexible during the contract duration does this mean it should be reported as Standard Contract with deadline of one working day?
- What if the price is contracted in one currency but denominated and paid by the customer in another currency does this considers as defined price? (example: we have contracts signed with defined fixed prices in EUR but this price changes on monthly basis due to conversion of price from EUR to HRK)

2. What is the deadline for bilateral contracts signed outside the organised market place for sublet of transportation capacity? If we understand it correctly these contracts should be reported within the same deadline as non-standard contracts (this means the deadline is 30 days?)

Answer

If the price is defined but quantities are flexible during the contract duration, this it is a non-standard contract, unless traded on Organised Market Place. Please see Question 1.1.20 of the FAQ on Transaction Reporting document for the timeline of reporting.

Based on the information provided above, it is our understanding that if the contract is signed with defined prices in EUR, this is by definition a contract with defined price. This contract should be reported with the price in EUR by both sides of the contract. It is our view that the fact that the contract is registered in another currency in the market participants' systems, being subject to currency fluctuations, does not change the nature of the contract itself.

Bilateral contracts signed outside the organised market place for sublet of transportation capacity should be reported within the same deadline as non-standard contracts, T+1 month.

Question 3.1.42

Related documents: REMIT Implementing Regulation Art 3.

REMIT requires the reporting of contracts in wholesale energy products to ACER. However, certain transactions may be split into separate 'legs' for the purpose of recording the information in market participants systems. These contracts may have more than one counterparty, relate to more than one product, e.g. LNG and natural gas, contain multiple delivery points and have more than one price setting mechanism. It should be noted that these 'legs' do not represent executions.

To report these 'legs' as a single contract it would be necessary to aggregate them together. Aggregation may reduce transparency of the data provided to ACER, particularly if the contract is reported as Table 1 as no execution data will be reported. In addition, it is currently not possible, for all contracts, to aggregate and report the contract as a single message under Table 1 due to limitations with the schemas, e.g. different legs may have different transaction details. Any solution, if possible, will, at best result, in a considerable loss of detail of contract information. Aggregation will also involve considerable effort on the part of market participants in terms of changes required to systems. This seems inefficient given the small number of such transactions.

Finally, we understand that other market participants face this issue. Therefore, different reporting by CPs may make matching more difficult for ACER, so guidance in this area would be very helpful.

Example: In this example there is only one contract between MP1 and MP2/MP3. However, the contract is booked as a number of different deals in the trading system due to product, locational and pricing factors. We note that there are no current examples of how to report such a trade within the TRUM.

Legal entity	Counterparty	No of contracts	Deals booked in trading system	Product	Location	Formula
MP1	MP2	1	3	LNG	Grain	NBP
					Bilbao	
					Huelva	Brent
	MP3	1	2	NG	AOC	NBP
				NG	AOC	Brent

For Table 1 we would prefer to report the individual 'legs' of the contract separately and to use the 'Linked ID' field generated separately by each market participant for each report to recognise that the reports are related. We would finally note that such contracts only represent a handful of the overall transactions currently undertake.

Answer

Based on the information provided above, it is our view that each party should report a separate contract by using Table 2. For example, in the case of a tri-party agreement, contracts between MP1 and MP2, and MP1 and MP3 shall be reported by using Table 2 and individual executions after that agreement shall be reported by using Table 1.

Each party should report a separate contract (Table 2), e.g. a tri-party agreement, MP1 with MP2, MP1 with MP3 and individual executions after that.

Question 3.1.43

Reference to documents: TRUM V2 page 18 and Annex II p. 183/184
A colleague reported back that of their PPA providers we are the only one who think there is a monthly reporting requirement. (Executions under a non-standard frame contract reporting according to the billing cycle.)

Another market participant has legal advice and has also received guidance from ACER that it is a one off reporting requirement. Just to report the contract. Furthermore, they got informed that the monthly reporting would kill the ARIS system.

In this context, we have the question if this information is correct? Do we only need to report the frame contract in the non-standard contract and do not need to report the executions (actual volumes) each month (billing cycle)? The same then would apply to all other metered business.

Answer

It is our understanding that a Power Purchase Agreement (PPA) is a bilateral agreement with defined Pricing, Delivery point and Billing and Payments conditions. Furthermore, it is our understanding that a contract under a PPA is not traded at an organised market place. The contract will be reported under Table 2 and, following the billing, the executions specifying an outright volume and price will be reported no later than 30 days after the invoicing date, using Table 1 of the Annex to REMIT Implementing Regulation.

Question 3.1.44

As we are going to finalize our RRM registration process, we will be very grateful if you could clarify our doubt as regards the way of transmitting our non-standard contract. We have bilateral contract for the purchase of electricity to cover losses, concluded in result of public procurement. The price and volume is known in the moment of concluding of this agreement. We have prepared both: Table 2 (which we are going to send to ACER once a year) and Table 1 (with executions which we are going to send each month).

In your documentation (TRUM) it is said that non-standard contracts specifying at least an outright volume end price shall be reported using Table 1. Is it mean that we should report only Table 1 or that we should report Table 2 and Table 1?

Answer

If each transaction has a price and quantity defined prior to the delivery of the electricity, these should be reported as bilateral contracts with Table 1. Please see Question 3.1.14 of the FAQ on Transaction Reporting document.

Question 3.1.45

Our issue is about bilateral contracts signed after a tender procedure. In France, at the end of the contract award procedure, suppliers whose offer was rejected have 11 days to bring an action against the rejection decision. The contracts are signed at the end of this withdrawal period. Under REMIT, standard contracts have to be reported to the agency no later than the working day following the conclusion of the contract. Under REMIT, what is the date of conclusion of the contract that must be retained: the date on which both parties agree on the transaction or the contract signing date (12 days after)?

Example: A tender procedure ends on January 14th, 2016 by awarding the contract to a supplier. On January 14th suppliers who have not been selected are informed of the decision. They can challenge the decision until January 25th, 2016. If there is no dispute, the contract between the buyer and the supplier selected is signed on January 26th, 2016. When do both parties have to report the transaction to the agency (assuming it is a standard contract)?

Answer

In case of bilateral contracts signed after a tender procedure the contract signing date should be considered as the date of the contract.

Question 3.1.46

I'm responsible for the obligations regarding REMIT at a German energy service supplier and I have a question regarding the allocation of subordinate balancing groups of our clients to our company's invoicing balancing group.

Those clients may fix forward transactions (specified amount and price) for certain periods in the future. Furthermore those clients can make such transactions with third parties agreeing upon delivery into our company's invoicing balancing group. The subordinated balancing groups will then be equalized by our company's invoicing balancing group. In cases clients did not fix forward transactions with neither party subordinated balancing groups' consumption will be cleared using Day Ahead prices (/ Daily reference prices for Gas).

It is my understanding that it will be sufficient if both (clients and we) will report the contracts governing the balancing group management between us and client to ACER and will then for each delivery period (every month) notify ACER about the monthly measured consumption rated at the average price resulting from the transactions as described above. The forward transactions fixed with third parties will have to be reported to ACER by our clients and their trading partners directly.

Answer

In our view, when market participants fix forward transactions (price and volume) prior to the delivery of the gas or electricity these transaction should be considered as bilateral contracts. Please see Question 3.1.14 of the FAQ on Transaction Reporting document.

For those transactions where market participants did not fix forward transactions and their consumption will be cleared using Day Ahead prices these should be reported with Table 1 as EXECUTIONS under the framework of non-standard contracts reported with Table 2.

If market participants have a non-standard contract with some flexibility/optionality and the opportunity to also fix the price and quantity ahead of the delivery period they should report Table 2 for the non-standard contract, forward trades with fix price and volume within Table 1 and EXECUTIONS for those transaction where the price and quantity was not fixed. Please see Question 3.1.28 of the FAQ on Transaction Reporting document.

Question 3.1.47

If we purchase a power schedule (every single hour has another quantity) we ask ourselves, if it's necessary to report the load profile?

For example: Reporting 8760 single hours, and 35.040 quarter-hour, respectively? Or not?

In our view, we are unsafe, how to report a power schedule. The documents are unequivocal and in this case ambiguous.

Answer

If transactions with a load profile have different quantity and price for each time interval, each time interval should be reported within the report. If a shaped transaction has 365 * 24 * 4 = 35040 quarterly hour values, all of them should be reported.

Question 3.1.48

XXX is considering to supply (i.e. sell) liquefied natural gas (LNG) to wholesale customers by means of LNG trucks. For this purpose, XXX will enter into one or more LNG sales agreements with one or more wholesale customers.

Do the above-mentioned LNG sales agreements between XXX and its wholesale customers qualify as transactions which are required to be reported to ACER in accordance with Article 8(1) of REMIT in conjunction with Article 3 of REMIT Implementing Regulation?

Example: XXX will transport and deliver the LNG sold under such agreements to these wholesale customers by means of LNG trucks (i.e. in trucks that are suitable for the transportation of certain volumes of LNG).

Please note that the delivery point is neither the truck loading facility nor the fuelling station but it is potentially any physical point between the truck loading facility and the flange of the unloading facility where the LNG has to be delivered (and possibly re-gasified) on behalf of the wholesale customer.

As already expressed by ACER in the FAQs on fundamental data and inside information document (Q. 3.2.2) "LNG truck loading is out of scope for reporting fundamental data reporting. For the same reason, the Agency believes that transaction for the supply to LNG trucks are non-reportable."

Given that, in our opinion it is not entirely clear, reason for which we are asking a further clarification, what "supply to LNG trucks" means exactly in this context (supply to trucks might mean from storage to truck or from a fuelling station to an LNG powered truck).

In our opinion any transaction where LNG is delivered either "to truck" or "by truck" or "in truck" has not to be reported.

Answer

In the FAQs on transaction reporting document (Question 3.1.26) it is written:

"The Agency has already clarified in the FAQs on fundamental data and inside information document (Q. 3.2.2) that LNG truck loading is out of scope for reporting fundamental data reporting.

For the same reason, the Agency believes that transaction for the supply to LNG trucks are non-reportable."

Please note that this answer only addresses the "loading" of LNG trucks issue raised in Question 3.1.26:

"Downstream LNG transactions, for example LNG truck loading and LNG marine fuel deliveries. These transactions are in scope as they are understood to take place at or after the entry flange of an EU LNG regasification terminal. Similar guidance to pipeline gas applies for reporting."

However, the case described in Question 3.1.26 is different than the one described in the above question.

In general, if the LNG is sold to a truck, it may not be reportable – see Question 3.1.26. However, if the LNG is sold from the truck to any system connected to the network (e.g. National Transmission System, Distribution Network, LNG facility, storage etc.), then the contract would be reportable.

In any case when the contract counterparties are already REMIT market participants and if there are any doubts regarding the reporting, we would recommend to report the transaction, even if the other counterparty would not do so.

In this case the reporting market participant(s) would not take the risk of not reporting a reportable contract according to REMIT. The EIC for the destination delivery point (or the National Transmission System, Distribution Network, LNG facility, storage etc. connected to) can be reported in this case.

Question 3.1.49

What constitutes "delivery" for the purposes of REMIT? We are particularly interested in what constitutes the delivery in the context of LNG supplies.

According to ACER's Q&A (III.3.36), "*ACER considers any importation or offloading of LNG in any LNG facility (including flanges that connect the LNG vessel to the LNG terminal) in the EU as delivery in the Union as far as the delivery of the product takes place in the European Union*". This suggests that "delivery" means the physical delivery of the product.

However, in FAQ 3.1.21, ACER states that "*in the Agency's view contracts for the supply of LNG before the entry flange of an EU LNG regasification terminal, for example an exchange of title on the high seas outside the EU, are not subject to transaction reporting*". This suggests that title transfer constitutes delivery of the product.

We note that Incoterms definitions, which are commonly used in the LNG sector, of delivery relate to the physical delivery / transfer of risk and are silent on transfer of title, separating the concept of delivery into two. For example,

In a DES transaction "delivery" occurs at the time when the goods are placed at the disposal of the buyer on board the vessel at the named port of destination in such a way as to enable them to be removed from the vessel by the buyer. At the point of delivery, the risks transfer from the seller to the buyer. In a DES scenario, delivery is tied to the physical delivery / transfer of risk, and not to the transfer of title; and

In an FOB transaction, "delivery" occurs at the time when the goods are on board the vessel at the named port of shipment (i.e. the location where the LNG is passed over the ship's rail). At the point of delivery, the risks transfer from the seller to the buyer. Again, in an FOB scenario, delivery is tied to the physical delivery / transfer of risk, and not to the transfer of title.

Does REMIT distinguish between the physical delivery of LNG into the EU and the transfer of title to the LNG?

Example 1:

A contract for the supply of LNG has the following characteristics:

transfer of title between the buyer and the seller happens in international waters; and after the title is transferred to the buyer, the seller delivers on a DES basis to the flange of an EU regasification terminal.

Is this contract subject to REMIT? Does the seller have to register as a market participant / report this transaction?

Example 2:

A contract for the supply of LNG has the following characteristics:

the seller delivers the goods on an FOB basis; the named port of shipment is outside of the EU; and transfer of title to the goods happens in the EU.

Is this contract subject to REMIT? Does the seller have to register as a market participant / report this transaction?

Answer

In the Agency's view, REMIT does not distinguish between the physical delivery of LNG into the EU and the transfer of title to the LNG. We believe that market participants know where the delivery takes place and they should be able to derive their own conclusions.

In addition, whenever market participants (MP) may have any doubts about the delivery point, we would recommend (MP A) to report the transaction in any case, even if the other counterparty (MP B) would not agree with (MP A). In this case (MP A) would not take the risk of not reporting a reportable contract according to REMIT. The EIC for the destination delivery point can be reported in this case.

We also recommend market participants to read Question 3.1.21, Question 3.1.22, Question 3.1.23, and Question 3.1.24 of the FAQs on transaction reporting document which, in the Agency's view, would help to understand the scope of LNG contracts under REMIT.

Question 3.1.50

There is a type of transaction that occurs in some EU countries referred to Gas-Retro-Deals. These are physical trades executed after the gas day at beach terminals. Shippers are incentivised to enter into such deals on occasion to reduce transportation costs or imbalances. These are done after delivery but before settlement. Therefore, they would have a timestamp after the delivery start date.

We do not believe an example is required here but if it necessary, please let me know.

We believe that Gas-Retro-Deals fall within the scope of '…day after markets.' We believe this is a common understanding amongst industry participants who trade such contracts. We would appreciate confirmation from ACER on this interpretation. In addition, any other guidance ACER would like to provide at the same time on the reporting of such contracts would also be helpful.

Answer

In the Agency's view, a balancing trade is a contract between a party and a System Operator (SO), in most cases TSO, who is in charge of keeping the energy in the network/system (either gas or electricity) in balance.

It is our understanding that in *"…day after markets",* and any other retro-deal market, where an SO or TSO is not involved, market participants balance/adjust their positions with other market participants. If this is the case, these contracts should be reported by both parties as wholesale energy products.

In the Agency's view, balancing trades are well defined in Articles (2)9 to (2)11 of REMIT Implementing Regulation, in the sense that they are related to balancing energy and services:

(9) 'balancing energy' means energy **used by TSOs** to perform balancing;

(10) 'balancing capacity (reserves)' means the contracted reserve capacity;

(11) 'balancing services' means,

- for electricity: either or both balancing capacity and balancing energy;

- for natural gas: a service **provided to a TSO** via a contract for gas required to meet short term fluctuations in gas demand or supply.

Question 3.1.51

Does technical delivery of natural gas for gasification purposes or emergency delivery has to be reported under REMIT?

A "service company" has been asked by TSO or DSO to provide natural gas in case of network failure/damage. This action can take up to 2-3 days of delivery realized for a relatively small group of final consumers within specific area of the network, where regular delivery is not possible due to supply failure. Sometimes such delivery is not direct, but one service company sells natural gas to another service company. Does such contract have to be reported under REMIT?

As volumes are very small, transaction has no influence on the market and this delivery has semi-balancing purpose, it does not have to be reported.

A "service company" is a firm which repairs a transmission or distribution network in case of its damage. Let's say that there is a small village supplied with gas by a single pipe. This pipe has been damaged due to some construction works. A service company has been called to repair the pipe. The repair work has been scheduled for two business days. During this time the village is without gas supply. To avoid such gas supply interruption (especially during the winter), the service company provides gas to the village, usually using LNG cistern and small regasification station (short time emergency delivery).

In such situation a service company does not sell gas to the final customers, it just provides gas to the network and sells it to the operator (in our understanding this is for balancing purposes). Sometimes there are two service companies due to technical specifics of repair works and it happens that one service company (main contractor of repair works) sells gas to another service company (subcontractor of repair works).

Our question is whether such contracts should be subject to REMIT reporting. In our view this is balancing (or filling the network) so it is not subject to REMIT reporting.

Answer

In the Agency's view, based on the information provided above, this contract seems to be a reportable contract for the supply of gas for a period of maintenance and not for a balancing service.

Please see Question 3.1.50 of the FAQ on Transaction Reporting document for more information on balancing.

Question 3.1.52

There are different views within the industry about the reporting of purchase seller agreement when transactions consist of different parts. For example:

- Company A can sell electricity to Company B in accordance with the terms and conditions of their purchase seller agreement; but also
- Company B can sell electricity to Company A in accordance with the terms and conditions of their purchase seller agreement

How should such a contract be reported?

a) Some market participants believe that the contract should be split in two different reporting streams: one contract for the sold quantity and one contract for the bought quantity

b) Other market participants suggested to report one contract using C as buy/sell indicator

This different views may result in the reporting of the same contract with different formats:

a) Company A reports a Table 2 with a "C" as buy/sell indicator;

b) Company B report two separate Table 2, one for the sold quantity and one contract for the bought quantity

What is the right way to report such purchase seller agreement transaction?

Answer

In the Agency's view, purchase-seller agreements should be reported with Table 2, as per the examples available in Annex II to the TRUM provided by the Agency's stakeholders.

With regard to the reporting of a transaction under a purchase-seller agreement with Table 2, if market participants have different views on the reporting of such contracts, they can report their purchase-seller agreement with Table 2 either as one contract with a "C" as buy/sell indicator, or two separate contracts, one as "B" for Buy and one as "S" for Sell, provided that the meaning of the reports is the same.

As a result, any EXECUTION under the framework of the Table 2 non-standard should be reported with Table 1. Please see examples in Annex II to the TRUM.

Question 3.1.53

We are enabling a corporate PPA between a consumer and a generator. The consumer does not have an individual consumption unit >600GWh but the applicable generators capacity does exceed 10MW. We are not contracting direct with the generator but are registering the export meters to our supply. We will be the registered supplier of the consumer. In terms of cash flow we will be paying the consumer who will in turn pay the generator for the generation.
What, in your opinion, would be the best way to report this?

We think it could be either of the following:
1. We report transaction(s) with the consumer with the generator as beneficiary

2. Consumer reports transaction with Generator only
If option 1 is applicable, and we report both sides of the transaction(s) through our designated RRM, would this mean that all 3 entities have met their reporting requirements or would the generator and consumer still need to submit their own reports?

If it turns out option 2 is the recommended approach, is it possible for us, as a 3rd party, to submit reports on behalf of both the generator and the consumer?

Answer

Based on your description we understand that there are two contracts concluded in your example:

1. a power purchase agreement concluded between the Consumer and MP A to purchase renewable energy from the generator
2. a supply contract concluded between the Consumer and the Generator

MP A and the generator have no contractual relationship.

According to Article 3(1)(a)(vii) of REMIT Implementing Regulation, contracts for the supply of electricity or natural gas to a single consumption unit with a technical capability to consume 600 GWh/year or more are reportable to the Agency. Based on your description we understand the technical capability of the Consumer to consume (being involved in the above-mentioned two contracts) is less than 600 GWh/year, which means that the contracts are not reportable under REMIT.

Please be aware that this conclusion applies only if the Consumer uses the purchased energy solely for own consumption and not for resale. For further information related to the application of Article 3(1)(a)(vii), please refer to Questions III.3.18, III.3.20, III.3.22, III.3.33, III.3.42, and II.4.44 in the Q&A document available on the REMIT Portal.

II.3.2 TRUM – Data Fields () and XSD schema for Table 2

The Section addresses questions concerning the reporting of specific Data Fields described in the TRUM and clarify doubts on the relation between TRUM and XSD schema Table 2.

Question 3.2.1 Data Field (3)

How should Data **F**ield (3) of Table 2 ID of the other market participant or counterparty in a bilateral transaction be populated when the other counterparty (non-EU member) does not have an ACER code but is a REMIT participant?

Example: In a reportable Bilateral Contract the "other Market Participant" (counterparty) is a non-EU member and refuses to register for obtaining an ACER code.

Answer

When a market player is a REMIT market participant and enters into a bilateral transaction with a non-REMIT market participant (i.e. active only in non-EU markets and thus not registered in CEREMP), Data Field (3) of Table 2 ID of the other market participant or counterparty should be populated with the fictitious code ACERNONMP.EU to indicate the counterparty to the contract is not a registered market participant.

Please note that the above indication is valid also in case of population of the Data Field (4) ID of the other market participant or counterparty in Table 1 (as indicated in Question 2.6.1). Please note that the fictitious code is only valid for Data Field (3) ID of the other market participant or counterparty.

Question 3.2.2 Data Field (11) [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 3.2.3 Data Field (12)

Regarding the reporting of transactions with big energy consumers, should the field "contact date" indicate the date of signature of the contract or the date of the preliminary contract already binding?

Answer

The reportable date of the contract is the date of the first binding agreement.

For historical contracts the date of the last adjustment should be used at the time of reporting (new report).

The last adjustment in this context is the last agreed contract modification, which would be a life cycle event modification to the previous contract version, once the reporting obligation started. An example of a contract modification is when two parties agree to amend one or more terms of the original agreement (e.g. price, quantity) or any other information from the contract that would need to be reported as life cycle event, once the reporting obligation started.

Any following adjustment should be reported as life cycle event (modification).

For example, if a contract was signed in 2005 and reported as backload (new report), this should report the 2005 date:

Example 1: Contract signed in 2005 and reported to the agency in April 2016: the date to be reported is 2005.

If a contract was signed in 2005 and adjusted in 2015, then the report (new report) should show the 2015 date:

Example 2: Contract signed in 2005 and adjusted in July 2015 and reported to the Agency in April 2016: the date to be reported is July 2015.

Once the contract is reported to the Agency, then any amendment to it should be reported as life cycle event (modification) of the original contract:

Example 3, the contract was already reported to the Agency in April 2016 and modified in July 2016. This should be reported as modification report to the original contract with July 2016 date.

Please note that the REMIT Implementing Regulation makes reference to Article 40(1) of Directive 2009/72/EC and Article 44(1) of Directive 2009/73/EC which stipulate record keeping obligations of at least five years for the relevant data relating to all transactions in electricity and gas supply contracts and electricity and gas derivatives.

Question 3.2.4 Data Field (16) and (18)

The quantity required by the TRUM description to calculate both the values for fields "Total notional contract quantity" and "Estimated notional amount" is the one in field "Volume optionality capacity".

Our understanding is that in the field "Volume optionality capacity" the Contractual Capacity shall be reported. Considering the typical structure of non-standard contracts, where Capacity is a maximum threshold for the physical offtake, and it is variable due to flexibility of deliveries, if Capacity is used as volume indication to calculate the "Estimated notional amount", that will be overestimated in the most of the contracts, since usually a customer offtakes much less volumes than the Contractual Capacity. We would rather indicate the best estimate of the offtake in available (i.e. Total notional contract quantity) as volumes to estimate the Economic value of the contracts.

We would like to understand whether our interpretation is correct.

Answer

Data Field (18) Total notional contract quantity should be calculated via using the maximum defined capacity in the contract.

Where the total notional contract quantity is not known, this field shall be left blank.

However, for Data Field (16) Estimated notional amount the Agency understands that without a defined price and quantity, market participants will only be able to provide an estimated notional amount that may differ between the two counterparties.

Please also see the examples in Annex II to the TRUM.

Question 3.2.5 Data Field (19)

It seems that there is an inconsistency between the example in the TRUM and the type definition in the xsd. The following field is affected:

Non-Standard Contract: Data Field (19) Volume optionality capacity

The TRUM-example (ACER_REMIT_TRUM_v2 0.pdf) is alphanumeric with the values "100/200"

Data Field No (19) Volume optionality capacity

No.	Field Identifier	Description
19	Volume optionality capacity	The number of units included in the contract, per delivery time interval if available.

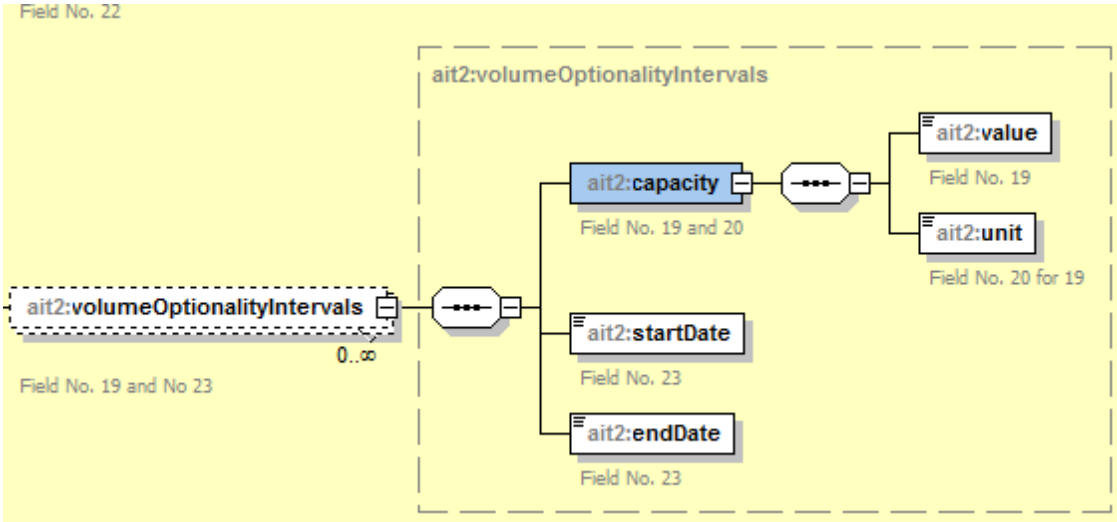
Description of Accepted Values	Type	Length	Examples
Up to 20 alphanumerical digits.	Alphanumeric	20	100/200

while in the xsd (REMITTable2_V1.xsd 03/11/2015) it is defined as numberType which is an decimal with 20 digits and 5 fraction digits.

Please could you clarify how to report different optionality intervals/ranges?

Answer

Whenever a capacity value must be reported, this needs to be reported with the capacity unit, start and end date along with it. Please see below:



When multiple values of capacity have to be reported, e.g. 0 /100 (0 to 100 range) or 0, 100/200 (0 or 100 to 200 range) then the xml code has to be reported as many timeS as the number of capacity values (numberType).

Also it is worth taking a look at the mapping between the Table 2 data fields and the XSD schema Table2_v1. This document is available on the REMIT portal. The document explains the mapping between Table 2 fields and Table2_v1 schema.

Indicating a 0-100 range should be reported as:

```
<volumeOptionalityIntervals>
        <capacity>
                <value>0</value>
                <unit>KMW</unit>
        </capacity>
        <startDate>2015-08-01</startDate>
        <endDate>2025-07-31</endDate>
</volumeOptionalityIntervals>
```

```
<volumeOptionalityIntervals>
        <capacity>
                <value>100</value>
                <unit>KMW</unit>
        </capacity>
        <startDate>2015-08-01</startDate>
        <endDate>2025-07-31</endDate>
</volumeOptionalityIntervals>
```

```
<volumeOptionalityIntervals>
        <capacity>
                <value>200</value>
                <unit>KMW</unit>
        </capacity>
        <startDate>2015-08-01</startDate>
        <endDate>2025-07-31</endDate>
</volumeOptionalityIntervals>
```

Indicating 0 or 100 to 200 range should be reported as:

```
<volumeOptionalityIntervals>
        <capacity>
                <value>0</value>
                <unit>KMW</unit>
        </capacity>
        <startDate>2015-08-01</startDate>
        <endDate>2025-07-31</endDate>
</volumeOptionalityIntervals>
```

```
<volumeOptionalityIntervals>
        <capacity>
                <value>100</value>
                <unit>KMW</unit>
        </capacity>
        <startDate>2015-08-01</startDate>
        <endDate>2025-07-31</endDate>
</volumeOptionalityIntervals>
```

```
<volumeOptionalityIntervals>
        <capacity>
                <value>200</value>
                <unit>KMW</unit>
        </capacity>
        <startDate>2015-08-01</startDate>
        <endDate>2025-07-31</endDate>
</volumeOptionalityIntervals>
```

Given that start and end date become mandatory fields when a capacity value is reported in the xml file and, if for some reasons, Start and Date is not applicable to the capacity value, then 1900-01-01 should be used to indicate that no optimality intervals are available:

```
        <startDate>1900-01-01</startDate>
        <endDate>1900-01-01</endDate>
```

Alternatively, the start and end dates, Data **F**ields (42) and (43) period can be used.

Question 3.2.6 Data Fields (21), (22) and (23)

We hereby request your answer to our below questions in connection with the interpretation of the reporting obligations under REMIT Implementing Regulation.

On the basis of Article 5 (1) of REMIT Implementing Regulation, details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price shall be reported using Table 1 of the Annex. According to Section 3.2.5 of the REMIT Transaction Reporting User Manual, even if the contract is considered a non-standard contract, but has an agreed price and quantity, the contract has to be reported using Table 1 of REMIT Implementing Regulation.

Can you please confirm that our below interpretation is correct, or in case any of our below statements would not be correct, we would be grateful if you could please provide us with your interpretation:

- Data Fields (21 to 23) of Table 2 of REMIT Implementing Regulation provides for the possibility to report optionality of the volumes supplied under a given contract. In our interpretation, the right of the purchaser under the Contract to waive its right to off-take a pre-defined percentage of the monthly and daily volumes of electricity may be reported in Data Fields (21 to 23) of Table 2.

Answer

The above interpretation is correct. Market participants may refer to Annex II to the Transaction Reporting User Manual (TRUM) which contains examples of transaction reporting for both standard and non-standard contracts. Section (2) of Annex II contains examples of non-standard contracts to be reported with Table 2 of the Annex of the REMIT Implementing Regulation.

In Annex II of the TRUM, our understanding of the reporting of non-standard contracts and the execution under non-standard contracts is presented. In addition, some basic rules for their reporting are listed.

The Guidance is supported by examples of non-standard contracts which include the possibility to report optionality of the volumes supplied under a given contract.

Question 3.2.7 Data Field (21)

Table 2 Data Field (21) – Volume optionality

How do we differentiate between “C” for Complex and “O” for Other?

Especially as there are no examples in the TRUM that use “O”.

Answer

From the Agency’s point of view, “C” for Complex should cover all the cases where the volume optionality cannot be classified as one of the non-Complex options (i.e. Variable, Fix or Min/Max). For “O” please see Example 24.01 in Annex II.

Question 3.2.8 Data Field (24)

Is it mandatory, to fill Table 2, Data Field (24)? If not, what are the features of the contract that release the obligation to report this information? TRUM shows a list of possible values to fill - it allows "Other", suggesting that this field covers any situation that may occur in practice. Moreover, description does not include any exceptions concerning reporting obligation, which took place in many other fields (in such cases ACER stipulated, that the data are not required if certain conditions are met). On the other hand, i.e. example 2.01 (p. 182 of Annex II to TRUM) field is left blank, indicating existence of specific features of the contract, for which the field may be left blank. We expect the field to be obligatory, despite missing values in provided examples.

Answer

Table 2 Data Field (24) is NOT a mandatory field in the XSD schema and it should be used according to the examples provided in Annex II to the TRUM.

Question 3.2.9 Data fields (24) to (31)

Table 2 Data Fields (24) to (31) – Data fields related to fixing index details

For non-standard trades with the delivery price linked to a formula, if the formula includes an FX index used to convert the currency of the fixing into the currency of settlement, does that FX index need to be reported in this section.

Annex II: Example 9.01 – Oil Index Gas Physical Formula Deal.

The above example in the TRUM would imply the answer to this question is NO – i.e. you do not have to report FX indexes in this section.

Could ACER explicitly confirm this and detail any other types of indexes or fixings that would NOT need to be reported in this section (if any)?

Answer

There is no need to report an FX index in the fixing index details session (Data Fields (24) to (30) of Table 2). If any FX index has to be reported, it can be reported in the formula. Only indexes related to the energy commodity should be reported in the Data Fields from (24) to (30) of Table 2.

Question 3.2.10 Data Fields (24) to (30)

Reference to documents: TRUM – Table 2 Reporting – Fixing Index Details (Data Fields 24-30)

Are FX indexes reportable under this section of Table 2?

If we have transaction to deliver physical gas, with the GBP or EUR price payable linked to a complex formula of USD Oil, the formula will contain a FX conversion index such as Bank Of England reference rate. Is that FX index also reportable as a fixing index under this section of Table 2?

Example 9.01 in Annex II would seem to suggest the answer is no.

Based on Example 9.01, our interpretation is that the answer is No. Could ACER confirm this explicitly as we would like to understand why FX indexes are treated differently from oil commodity indexes, and therefore if there is anything else that is not reportable under this section?

Answer

In the FAQs document the Agency has already indicated that there is no need to report an FX index in the fixing index details session (Data **F**ields (24) to (30) of Table 2). If any FX index has to be reported, it can be reported in the formula. Only indexes related to the energy commodity should be reported in the Data **F**ields from (24) to (30) of Table 2. This would include also oil and coal or any other energy commodity to fix the price of gas or electricity.

Examples of non-standard contracts reportable with Table 2 and available in Annex II to the TRUM were provided to the Agency by market participants. These examples clearly indicate that, in the industry's view, Oil Index and Coal Index should be reported.

Question 3.2.11 Data Field (28)

The question was deleted due to duplication.

Question 3.2.12 Data Field (28)

ANNEX II – Table 1 Examples 4.01-4.04 for Bilateral trades off-OMP versus Table 1 Examples 1.02-23.02 for Executions of non-standard trades

For the examples of Table 1 for Bilateral trades off-OMP, Data Field (28) has been populated with "00:00Z/24:00Z" which is in line with guidance in the TRUM.

However for examples of Table 1 for Execution trades, Data Field (28) has been left blank.

So that we can programme our systems in a consistent manner to populate this field for Table 1 under Phase 2, is it acceptable to always populate this field with "00:00Z/24:00Z" regardless of whether the Table 1 is a bilateral or an execution trade?

Answer

Data Field (28) should be populated with "00:00Z/24:00Z" in line with the guidance in the TRUM. However, when Table 1 is used for the reporting of execution under the framework of non-standard contracts, Data Field (28) can be left blank as indicated in the examples available in Section II of Annex II to the TRUM.

Question 3.2.13 Data fields (28) and (29)

In the fields "First fixing date" and "Last fixing date", our understanding is to report the first and the last date of application of the price index within the contractual period, coherently with the example (e.g. If the XYZ index is used to calculate the price from the 1/03/16 to the 1/09/16, the 2 dates will be respectively the first and the last fixing dates). Furthermore, regarding field "Fixing frequency" our understanding is to report the frequency related to the publication of the index values from the provider. Is our interpretation correct?

Answer

As stated in the Transaction Reporting User Manual (TRUM), market participants have to use the "First fixing date" and "Last fixing date" fields to report the first date and last date, respectively, at which the price of the contract can be set using the index indicated in Data Field (25) Fixing index.

If the contract has several indexes and each of them are used to set the contract price, then market participants shall report the first date at which the price of the contract can be fixed for each index reported in Data Field (25) Fixing index. Same applies to "Last fixing date".

With regard to "Fixing frequency" this field identifies the frequency of the fixing of the index for the contract price. For example, a contract price can be set on the basis of an index that is used daily or on the basis of an index that it is used monthly.

Question 3.2.14 Data Field (30)

All details of transaction executed within the framework of non-standard contracts specifying at least an outright volume and price are not necessarily available to both parties to the contract at the latest by the invoicing date (if we refer to the invoice issuance date). Indeed there may be a significant time gap (sometimes over 30 days) between the date where a producer issues its invoice and the date where the buyer actually receives it. Our below proposal aims at preventing from any breach of timely reporting due to a counterparty. We are requested by our NRA to check with ACER this would not create any operational issues.

For instance, a producer issues an invoice on 2nd February, however this invoice is only sent to the buyer on 28th February and received on 3rd March.

In that situation, the buyer will have all the details of the transaction only from 3rd March and will not therefore be able to use the invoice issuance date. The seller does not have any visibility of the date the invoice will be received and is not able to use the invoice reception date to populate the field.

We noted that ACER publicly stated at several times (in particular at the workshop of January 27th) that the reported transaction timestamps do not need to be the same for both parties.

Besides, during our meeting of January 8th, our NRA confirmed it does not use Data Field (30) for reconciliation purposes unlike the fields related to the price, volume and delivery dates.

In this respect, as a buyer, we intend to populate Data Field (30) with the invoicing reception date and expect sellers (producers) to populate this field with the date of issuance of the invoice.

Our NRA agrees with this methodology, but requested us to check with ACER this would not create any operational issues.

Answer

In the examples illustrated in Annex II to the TRUM it is indicated that the time and the date of the EXECUTIONS may be different between market participants. Market participants should report their EXECUTIONS concluded under the framework of non-standards contract within one month from when they know their price and quantity. In those circumstances where market participants do not know the price and volume until they receive the invoice from their counterparty, they should report their EXECUTION within one month from the receipt of the invoice.

Question 3.2.15 Data Field (42)

Reference is made to the lifecycle event for Non Standard contracts and in particular to amendment of long-term contracts where there is no delay in the start of the delivery. When a MODIFY for TAB2 is submitted which value for Data Field (42) Delivery start date should be used?

1) Should the field be populated with the date since which the amendment is effective or;

2) Should the field always maintain the same value (date) as the one that was reported for the NEW lifecycle event

Reference:

Transaction Reporting User Manual (TRUM)

Practical Example:

In case ACER guidance is for 2) we highlight the risk that, since normally the long term contract's formula (if contract price is one of the contractual sections affected by the amendment) becomes retroactively effective since the date of effectiveness of the amendment, maintaining in Data Field (15a) also the previous info for such formula (that was valid previously) and the text describing the time switches, could soon saturate the 1000 characters currently allowed. Again, in option 2), could it be acceptable that Data Field (15a) only reports the price formula valid due to the last amendment originating the MODIFY (with an explicit info stating the first day in which such formula is valid) and that also information in Fixing Indexes and Volume Optionality be reported with sole reference to the last amendment originating the MODIFY event?

Answer

In the Agency's view, when an amendment of a long-term contract has to be reported, the modified record should be submitted with the Action type "M" ('Modify') and should include the same delivery start date in Data Field (42) and the new price formula in Data Field (15). The *'explicit info stating the first day on which such formula is valid'* can also be reported in Data Field (15).

II.3.3 Trading examples – Annex II

The Section contains answers to questions regarding the reporting under specific trading scenarios of non-standard contracts as included in Annex II to the TRUM.

Question 3.3.1

Would you please provide guidance on how to report the following trading example? Below you'll find my reporting proposal.

Scenario:

- buy, "strip of daily option", gas, bilateral, physical settlement, price 0,5 €/MWh,
- total deal volume 27.000 MWh within three months (December – February), exercising the option is just possible at 15 days per month on a day ahead basis
- December quantity 0-20 MW, volume = 7.200 MWh,
- January quantity 0-25 MW, volume = 9.000 MWh,
- February quantity 0-30 MW volume = 10.800 MWh,
- strike price 30 €/MWh

Answer

Our understanding is that the option described above can be reported with Table 2 as a non-standard contract. Its executions shall be reported with Table 1.

Please see Q. 3.1.28 whether the execution should be reported as EXECUTION or BILCONTRACT contract, also considering that the examples reported in Annex II to the TRUM are non-exhaustive.

Question 3.3.2

Reference to:

• Article 3(1) of REMIT Implementing Regulation. List or reportable contracts: Options, futures, swaps and any other derivatives of contracts relating to electricity or natural gas produced, traded or delivered in the Union.

• Option Details from ANNEX "Details of Reportable Contracts" in REMIT Implementing Regulation: Tables 1 and Table 2

• TRUM, Table 1 #44: Option Exercise Date

"A European style option can only be exercised at the maturity date."

• TRUM, Table 1 #46: Option Exercise Date:

"This field identifies the date at which the option holder has the right, but not the obligation, to buy or sell the commodity or underlying instrument at a specified price on or before a specified date. In the case of an American, European or Asia option style, one exercise date is reported. In the case of a Bermudian option style, several dates may be reported."

The issue:

1) How should market participants report strip options?

2) What is the reporting guidance from ACER for Data **F**ields (44) Option Style and (46) Option Exercise date (Table 1) in regards to strip options? According to TRUM guidance, only Bermudian options can have more than one exercise date. For European option style, only one exercise date is required to be reported based on same text in TRUM.

Example:

Business Case: Market Participant A is trading strip options European style.

According to Market Participant A's perspective, a strip option of the European style is a series of vanilla European options (a series of European puts or a series of European calls) on a number of consecutive contracts (e.g. January, February and March), each with the same strike price, but with a different expiry date.

Example: A strip option is concluded for delivery in January/February/March (three consecutive months). There are three exercise dates; each exercise date is two days before delivery start (e.g. 29th of December for delivery in January, 30th of January for delivery in February, 27th of February for delivery in March). Market Participant A has the right, but not the obligation, to exercise the option with delivery for January on 29th of December. In line with that, on 30th of January Market Participant A has the right, but not the obligation to exercise the option for delivery for February with the same strike price, and the same for delivery in March.

According to our current interpretation strip options are a kind of concatenated European style options, thus our interpretation is the report in the following manner:

- Data Field (44) Option Style: Report as "European option style"

- Data Field #(46) Option Exercise Date: Report all relevant exercise dates of the strip option in this field, i.e. not just one exercise date as per the existing ACER guidance.

We would be grateful for ACER's views on this envisioned approach, please.

Answer

Since the introduction of the validation rule 2AODOEDR2x (in June 2017) – which prevents the reporting of records with a Contract Delivery Start Date prior to Contract Option Exercise Date unless the Option Style is 'O' for Other – strip options should be reported with Option Style 'O'.

We understand that the option described above can be reported as:

- Data Field (44) Option Style: "Other"
- Data Field (46) Option Exercise Date: the field should be repeated three times, where each value corresponds to a different exercise date, relevant to the individual delivery period (see below)
- Data Fields (49) and (50) Delivery Start/End Date: these two fields should also be repeated three times, once for each corresponding delivery period (in this case it is one month per each delivery period).

The example below clarifies further the way to report the three fields above.

	Option details	
44	Option style	E
45	Option type	C
46	Option Exercise date	2014-12-29
46	Option Exercise date	2015-01-30
46	Option Exercise date	2015-02-27
47	Option Strike price	
	Delivery profile	
48	Delivery point or zone	10YEU-EUROGAS--8
49	Delivery Start Date	2015-01-01
50	Delivery End Date	2015-01-31
49	Delivery Start Date	2015-02-01
50	Delivery End Date	2015-02-28
49	Delivery Start Date	2015-03-01
50	Delivery End Date	2015-03-31

51	Duration	

Question 3.3.3

The issues relate to interpretation of the REMIT transaction reporting obligations with respect to our role, as an energy supplier within XX country, in contracting with end users.

Below is a high level summary of the types of contracts we enter into with end-users along with assumptions we are making and points of clarification we are seeking.

Fixed Price Supply Contracts:

Fixed price supply contracts include a commodity component within the unit rates charged for energy. This component is typically determined by the wholesale market price on the day of contract acceptance. Such "transactions" are understood to be in scope of REMIT transaction reporting obligation subject to the following:

1. Reportable only where the contract includes 1 or more sites with the capacity to consume more than 600GWh annually
2. It is the end users obligation to inform us, their supplier, if any of the contracted sites exceed this capacity limit

Reportable in the non-standard format as:

1. volume is not necessarily explicitly stated and, where it is, is an indication rather than a commitment to supply or consume the stated quantity
2. Price is a tariff structure with rates including a number of both commodity & non-commodity (e.g. margin) components

Reportable from Apr 16 and within 28-days of contract execution

Where the supply contract does not include any sites that meet criteria 1. (above) but the end user is a registered Market Participant, contracts are not deemed to be reportable

Flexible Supply Contracts:

Larger consumers within the I&C market for both gas & electricity, along with embedded generators (wind/solar farms, energy from waste producers) have an appetite to spread their risk over a period of time, rather than fixing 100% of their commodity costs on a single day.

To support this requirement XX energy supplier provides a variety of "Flexible" supply product offerings which allow customers to fix their energy price via a series of "price fixing" transactions for individual seasons, quarters, months, weeks, days (or even HH's at their most granular level).

These transactions are conducted with the end user under the terms of their supply contract. They are not conducted under NBP97 or GTMA terms, nor are they conducted over a regulated market (MTF).

We are unclear as to the extent of the transaction reporting requirement for these types of contracts.

It is assumed the supply contract itself is reportable under the same criteria as a Fixed Price Supply Contract outlined above. If possible could you clarify which, if any, price fixing transactions would need to be subsequently reported? And whether these should be treated as non-standard also?

Answer

In Section (2) of Annex II of the Transaction Reporting User Manual (TRUM) there are examples of transaction reporting for both standard and non-standard contracts including examples of non-standard contracts to be reported with Table 2 in the Annex of the REMIT Implementing Regulation (EU) No 1348/2014, and examples of executions under the framework of non-standard contracts reportable with Table 1 of the same annex.

In Annex II of the TRUM it is also available guidance on the timing of the reporting of standard and non-standard contracts as well as executions under non-standard contracts.

Question 3.3.4

How should bilaterally traded contracts (with a floating price) and an option to fix the price be reported, once the fixing has been executed by the buyer?

Should the price fixing event be reported as lifecycle event update to the existing contract, or instead reporting the fixing as a separate 'new' contract?

Company X sells 20MW/h +/-10% Q116 gas to counterparty 'XYZ' @ TTF + 2 and counterparty 'XYZ' decides to fix 10MW/h Q116 at 24. We then invoice each month 10MW/h at 24 and leftover consumed gas at arithmetic average of daily TTF quotations +2.

Answer

Please see Annex II to the TRUM. In Section 2 of the annex there are several examples on how to report bilaterally traded contracts (with a floating price) and an option to fix the price that is being reported, once the fixing has been executed by the buyer.

For any of above types of optionality, such as the daily flexibility, there is no expectations of reporting on a daily or individual basis, but on an aggregated basis according to the guidance provided in Annex II to The TRUM.

Question 3.3.5

Regarding the reporting of transactions with big energy consumers, does the exercise of a contractual right of a transaction already registered (e.g. a “price switch” clause which allows the customer to modify the contractual price formula for part of offtaken quantities and contractual period) generate a new duty of reporting?

Answer

Please see Annex II to the TRUM. In Section 2 of the annex are several examples on how to report bilaterally traded contracts (with a floating price) and an option to fix the price that is being reported, once the fixing has been executed by the buyer.

For any types of optionality, such as the daily flexibility, there is no expectations of reporting on a daily or individual basis, but on an aggregated basis according to the guidance provided in Annex II to the TRUM.

II.3.4 Executions under non-standard contracts

The Section contains answers to questions regarding the reporting of executions under the framework of non-standard contracts, as defined in TRUM. Examples on the reporting of executions are available in the Annex II to TRUM.

Question 3.4.1

Modification of Execution events. When we are sending an execution event in Table1 that links to a trade in Table2 the examples say that the UTI of those events is "NA".

This would work for the New event.

What would we do if there is the need to modify an execution event if there is no unique ID on the original "New" record?

Answer

The Agency has received additional input from its stakeholders who raised the issue of the modification of the EXECUTION report. They suggested to allow for the reporting of a unique number in the UTI field in case of modification.

Please note that for the purpose of the reporting of the details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price and reportable with Table 1 of the Annex to REMIT Implementing Regulation, the examples presented in Annex II to the TRUM have been modified to reflect the input provided by the industry to the Agency.

In particular, the Agency's stakeholders have highlighted and requested the need to assign a unique number to the each execution reports in Data Field (31) Unique Transaction ID of Table 1.

This requirement makes sure that in case it is needed to report a modification report this can be submitted to modify a previously reported execution uniquely identified in Data Field (31) Unique Transaction ID of Table 1.

The Unique Number can be any number the market participant likes as long as it is unique for that market participant and not used for other executions. It could be, for example, any progressive unique number for the market participant who is reporting the execution.

There is no expectation that the buyer and seller unique number for the execution will have to be the same. This is a unique number that will identify the report uniquely.

The Data Field (27) OMP ID should be populated with "XBIL". Data Field (32) Linked transaction ID for the buyer and seller side should be unique and same for the two sides and should contain Contract ID from the non-standard contract reported in Table 2 for which the Execution is reported.

Question 3.4.2 [ARCHIVED]

The Question has been archived as it is no longer relevant.

Question 3.4.3

We need to understand how quantity data for Non-Standard Contracts are required for transaction reporting according to REMIT.

We act as Direct Marketer in Germany with a portfolio of wind and solar based virtual power plants. Typically these PPAs are agreed with a 1-2 year duration. We just purchase from the power plant operator the whole production based on actual values.

When we sign the contract we need to report such a new deal with Action Type New and Quantity field empty (because the actual values are not available yet. The actual values are available from the DSOs (around 99% completeness) until 10 working days after each delivery month, and they are usually available with 100% completeness before the Balance Circle Agreement (8 months after delivery month).

The question is now when we need to report modified transactions for these PPAs and based on which data? Shall we report each month the actual values of the previous delivery month even if they are not yet complete?

Another question is the 30 day rule. Is the obligation to report the transaction within 30 days only related to new transactions (Action Type new) or also related to any modifications later on?

Further question regarding Data Field (41) Delivery Area: What should be represented by this Y EIC Code – the TSO area (which is a 16 digits Y Code) or the DSO Delivery area (which is a 16 digits Y Code as well). I´m already sure the balance circle of the Balance Responsible is not meant as this a 16 digits X Code.

Answer

For the purpose of the reporting of the details of transactions executed within the framework of non-standard contracts specifying at least an outright volume and price, reportable with Table 1 of the Annex to the REMIT Implementing Regulation (EU) No 1348/2014, the Agency understands that these transactions should be reported according to the billing cycle industry standards as the invoicing date is the last point in time that price and quantity can be discovered.

The Agency understands that the billing cycle industry standards refer to calendar months and therefore twelve transactions per year (if the executions take place every month of the year) are expected to be reported not later than 30 days after the discovery of price and quantity – in your example the 30 days period (i.e. T+1 month) will start from 10 working days after each delivery month.

Although the 100% correct values are available from the DSOs after 8 months, the Agency currently would not expect any lifecycle event based on values available from the DSOs.

With regard to the timing of the reporting, if a “new” report is due to be reported on T+1 basis, all the lifecycle events related to that report have to be reported on a T+1 basis. If a “new” report is due to be reported on T+1 month basis, all the lifecycle events related to that report have to be reported on a T+1 month basis.

With regard to the second part of the question, as indicated in the TRUM, Data **F**ield (41) Delivery Area identifies the commodity delivery point or zone. In this specific case, the delivery area is the TSO EIC Y code of the balancing area for which the market participant has a balancing agreement with the TSO. This is the area where the market participant delivers the energy commodity through nominations/scheduling.

Question 3.4.4

In our opinion the transaction executed under the framework of a non-standard contract (paragraph 3.2.6 of the TRUM in the separated box), is the inception of the contract itself (i.e. signature of the contract) or contractual amendments issued. On the contrary the specific lifecycle events that occur after the signature (e.g. price switch, additional quantities) are the mere exercise of a contractual right. Could you confirm it?

Answer

In the Agency’s view the explanation in paragraph 3.2.6 of the Transaction Reporting User Manual (TRUM) in the separated box is clear: each exercise of the contractual right is a reportable transaction.

Question 3.4.5

The question was deleted due to duplication.

Question 3.4.6

Regarding contracts with a joint venture of producers of certain fields, it could be the case that there are separate contracts with each of the parties participating in that field, but that invoicing is done with only one partner, often referred to as 'the operator' of the field. Do we have to report one execution on the basis of this invoice and refer to only one of the contracts' IDs, or do we have to report the invoice as many times as the number of counterparties to contracts related to the same field? In the latter case, do we have to report the same amount multiple times?

Answer

Where there are separate contracts with each of the parties participating in that field, those contracts should be reported separately, allocating the delivered volume to the respective contracts (counterparties) and report as many transactions as the number of counterparties to contracts related to the same gas field.

Question 3.4.7

Reference to documents: TRUM 2.0 page 20

We would like to discuss a trading example and ask you how to report it:

Scenario:

- Company A sells electricity (bilateral, physical settlement) to Company B for the whole year to spot market conditions
- Company B pays twelve equal monthly payments to Company A. The amount of the payments is estimated before the beginning of the year. The estimation is based on the volume that was sold the year before and the estimated prices in this year. The monthly bills therefore don't display a volume.
- At the end of the year, there is a final invoice. The final invoice is offset with the twelve payments. The final invoice displays the sold volume in this year (it is calculated after the whole year) and the calculation of the difference between the twelve monthly payments and the sold volume to a specific price (derived by the spot market). The final invoice can be positive or negative depending on whether the sum of the monthly payments is above or below the sold volume x sold price.

In our understanding we should use REMIT Table 2 scheme to report the contract (no quantity and price is known before the final invoice). And for the execution it is our understanding that we report the transaction for the whole year using the final invoice with the defined price and volume at the end of the year (table 1)?

In our understanding we shouldn't report the monthly payments (TRUM 2.0 page 20) because there is no specifying of an outright volume and price.

Answer

Based on the information provided above, it is our view that the contract should be reported by using Table 2 and one EXECUTION at the end of the year. Please note that this would apply only to contract with pre-payments.

Question 3.4.8

The question is about submitting the notional amount (Data Field R1. (38)). We would do so in a monthly rhythm. There are three dates where we get new information about the amount in month M, i.e. M+1WD, M+14WD, and 2M-10WD (WD being working days). The initial amount could be corrected twice in the course of two month following the month of delivery.

We wonder if we are to correct execution messages as well and if we have to do so every month separately or after the end of the calendar year for the whole delivery year.

In the FAQ document we found Question 3.4.3 which reads that "…the Agency currently would not expect any life-cycle event based on actual values available from the DSOs." How is this quote to be interpreted to the effect of submission of executions?

Answer

Question 3.4.3 of the FAQ on Transaction Reporting document refers to accuracy of 99% and in this case the Agency considers reasonable not to update the EXECUTION report, unless Market Participants prefer to do so.

Question 3.4.9

Is an execution message required for a delivery period without supplied volumes?

A non-standard contract provides the client with flexible rights to offtake the quantity. During a certain period (especially summer period for gas) there is no delivery under the contract.

Page 20 of the TRUM and FAQ 3.1.1 requires to report update messages of the Table 2 contract as soon as the market participants are aware about the "outright volume and price for transactions executed within the framework of non-standard contracts". This does not explicitly refer to positive volumes. Our interpretation is that also periods without delivery should be reported to ensure that a report for all periods is available. But this would lead to zero values for Data Field (41) of the execution messages which might be contradicting to the opinion of the open letter.

Answer

Market participants should report the delivered energy as indicated in the execution report. When there is no delivery, there is no need to report execution.

However, where the framework of a non-standard contract allows for the sale and purchase of energy under the same contract, market participants should NOT net those EXECUTIONS, as they may in some circumstances lead to 0 (zero) volume at the end of the month.

Market participants should report the sold and bought volumes separately with different EXECUTIONS reports.

II.3.5 Lifecycle events

The Section contains answers to questions on the reporting of lifecycle events of peculiar trading activities and scenarios related to non-standard contracts.

Question 3.5.1

What happens if an event has been reported with an error?

Do we have to send a first report with "Error" and then a second one with "New" or another status?

Do we still have to send the report no later than one working day after the sell for the standard contract (than one month after the invoicing for the non-standard contract)?

Answer

When a wrongly submitted trade needs to be invalidated, then a record with Action type E should be submitted to the Agency.

The corrected report should be then sent with Action type N.

If a "new" report is due to be reported on T+1 basis, all of the lifecycle events related to that report have to be reported on a T+1 basis. If a "new" report is due to be reported on T+1 month basis, all of the lifecycle events related to that report have to be reported on a T+1 month basis. Examples of "modification", "early termination" and "error" reports are available in Annex II to the TRUM (e.g. examples 4.51 to 4.54).

For further information, please refer to Annex VII to the TRUM.

Question 3.5.2

What does the status "Cancel" (Lifecycle information) mean exactly for a contract? The contract has been cancelled or the energy delivery is completed?

Moreover, if a supplier went bankrupt (for example) before the delivery starts, how can we report this? A new report with "Cancel" or only in "EXECUTION" (contract name) reporting in the case of a non-standard contract?

Answer

The status "cancel" in "Action Type" Data Field (45) of Table 2 indicates the termination of an existing contract. "Cancel" should be used to indicate that the market participant or the execution venue has removed the order transaction from trading or, when a contract is terminated before the original end date.

If a supplier went bankrupt either before the delivery starts or after delivery has begun and an early termination of the contract takes place, then a "Cancel" report for the non-standard contract already reported with Table 2 has to be reported to the Agency indicating the date of cancellation. (Please see example 4.53 of cancellation of a standard contract in Annex II to the TRUM.)

For further information, please refer to Annex VII to the TRUM.

Question 3.5.3

What does the status "Modify" (Lifecycle information) mean exactly for a contract? Do we only have to send a new report as soon as there is a new action such as change of volume, price or counterparty (novation)?

Answer

The first submission of a transaction to the Agency of a bilateral contract is an event which will be identified as "new". Any modification of the previously submitted report has to be notified to the Agency and reported as "modify". An example of report modification is when two parties agree to amend one or more terms of the original agreement (e.g. price, quantity or any other value previously reported). Please see the relevant example in Annex II to the TRUM.

For further information, please refer to Annex VII to the TRUM.

Question 3.5.4

Reference to Article 7 of REMIT Implementing Regulation.

Details of non-standard contracts including any modification or the termination of the contract and transactions referred to in the second subparagraph of Article 5(1) shall be reported no later than one month following the conclusion, modification or termination of the contract.

1) In case of trade modification after end of delivery date, is there reporting obligation for market participants under REMIT?

2) Would ARIS accept modification on a deal after end of delivery date? Is there any special process or guidance, which needs to be followed by Market Participants?

Business Case: Market Participant A is invoicing monthly settlements as part of standard processes. Occasionally a correction of settlement is required, due to price/volume adjustments or data collected by third party provider. In consequence, an existing invoice might need to be corrected or a new invoice generated relating to a previous period. It can be that such invoice correction / new invoice generation occurs after end of the delivery period.

Answer

In the REMIT transaction reporting regime, nothing prevents a market participant from amending a report after the end of the delivery period.

The Agency recommends market participants to consider an amendment to the execution already reported in order to avoid that the discrepancy between the reported volume (or price) and the new information acquired may cause false positive signals to the market monitoring activity of the Agency and/or the National Regulatory Authorities.

Question 3.5.5

This question is related to intraday lifecycle events for Phase 2 Reporting.

When two companies have agreed a bilateral non OMP standard or non-standard contract, there is the possibility that once agreed, the volumes and/or values may change several times during the day until the end of the business day. At the end of the business day, the contract is considered binding and finalised volumes and values recorded accordingly.

Is it acceptable to report the final transaction details as a single new trade report or do you need to have the initial new and subsequent modifications to the trade reported?

Also, it may happen that after several modifications to the initial contract, it is cancelled at the end of the business day, so is it acceptable to report the trade as New and then Cancelled without reporting the modifications?"

"Example 1

Company A and Company B agree a bilateral contract at 10:00 of 1,000 units at a price of €50 per unit for a next day delivery.

During the course of the day the number of units and/or the price agreed changes several times as follows…

11:00 – 1,100 units at €49 per unit

13:30 – 1,000 units at €50 per unit

15:15 – 900 units at €50.50 per unit

17:00 – 750 units at €51.35 per unit

At the end of the business day a final agreement of 750 units and a price of €51.35 is made and contracted to.

Example 2

Company A and Company B agree a bilateral contract at 09:00 of 500 units at a price of €55 per unit for a next day delivery.

During the course of the day the number of units and/or the price agreed changes several times as follows…

10:00 – 600 units at €52.50 per unit

12:00 – 450 units at €56 per unit

17:00 – Contract cancelled

At the end of the business day the contract is cancelled.

Answer

Based on the information provided above, life cycle events of a trade agreed at 10:00 am have to be reported as such. If during the course of the day the number of units and/or the price agreed change several times including the cancellation of a contract, they should be reported as life cycle events.

Question 3.5.6

We experienced several novations in the past and were confronted with different proposals on how to report such events to ACER. Could you please further specify the different data fields which need to be populated?

Could you please provide more clarity about the precise reporting requirements in case of novation? What values have to be reported?

Supply contract for gas for 1.4.16-1.4.17 was concluded on 15.02.2016. Novation agreement was signed on 15.12.2016 with effective date on 01.01.2017.

For the old transaction the following scenarios are possible:

Scenario	Start of delivery	End of delivery	Contract date	Termination date	Event
(fields Table 1 / 2)	(# 49 / # 42)	(# 50 / # 43)	(#30 / #12)	(#43 / -)	(# 58 / #45)
Reported	1.4.16	1.4.17	15.2.16		NEW
A	1.4.16	1.4.17	15.12.16	1.1.17	Cancel
B	1.4.16	1.1.17	15.12.16	1.1.17	Cancel
C	1.4.16	1.1.17	15.12.16		Modify

For the reporting of the new contracts the following scenarios are possible:

Scenario	Start of delivery	End of delivery	Contract date	Event

(fields Table 1 / 2)	(# 49 / # 42)	(# 50 / # 43)	(#30 / #12)	(# 58 / #45)
I	1.4.16	1.4.17	10.2.16	NEW
II	1.4.16	1.4.17	15.12.16	NEW
III	1.1.17	1.4.17	10.2.16	NEW
IV	1.1.17	1.4.17	15.12.16	NEW

Answer

All the open trades have to be novated with the name of the new legal entity to notify the change of the counterparty to the contract. In order to report a novation, an early termination with the old UTI and a new trade with a new UTI should be reported.

Both market participants, MP1 and MP2 have to submit an early termination report with Action Type "C" to cancel the old trade and MP1 and MP3 have to provide a new submission with Action Type "N" for the new trade between MP1 and MP3 with a new UTI. In addition:

- The early termination should be reported with the timestamp/contract date of the early termination agreement day.
- The termination date refers to the date the contract ceases to exist, and not the agreement date (timestamp/contract date, see above).
- "Modify" should not be used.

Question 3.5.7

FAQ Question 3.1.17 states that for a Phase 2 reports in the Table 1 format that a change in UTI may be implemented through a modification of the existing report using either the <previousUniqueTransactionIdentifier> for the Version 1 schema or the < additionalUtiInfo> field in the case of the Version 2 schema. The following question has been raised: For Table 1 Phase 2 reports is this process mandatory, or can the Phase 1 Table 1 process of erroring out the first report and resubmitting a new report with a new UTI (without a link to the previous UTI) be used as an alternative process?

Practical example: a new Phase 2 Table 1 report is successfully submitted by an MP but subsequently they wish to correct the UTI after discussion with the counterparty. They submit a report for that UTI with ActionType = "E" and they then submit a new report for the same deal with a new UTI (matching the counterparty's UTI) with ActionType = "N", they do NOT include any information about the original report or its UTI in the newly submitted report. Is this an acceptable process for correcting the UTI?

Answer

Market participants should clearly distinguish the Error "E" from the Modification "M" case. As indicated in the TRUM, "E" for Error should be used to denote a invalidation of a wrongly submitted report, while "M" for Modification should be used for reporting the modification of the details of a previously reported contract.

In order to correct the UTI that was wrongly submitted, the original report needs to be invalidated with Action type "E" and a new report with a new UTI (matching the counterparty's UTI) has to be submitted for the same deal with Action type "N". The new report does not have to include any information about the original report or its UTI, since the original report was wrongly submitted in the first place.

However, with regards to Question 3.1.17 of the FAQs on REMIT transaction reporting, if a market participant's counterparty provides the UTI after T+1 day or T+1 month, or alternatively not at all, the market participant who is reporting its reports should submit a temporary UTI. Once they have

received the UTI from their counterparty, a 'Modify' report should be submitted to modify the previous report, recalling the old UTI.

If a report is due to be reported on a T+1 day basis, all life cycle events related to that report have to be reported on a T+1 day basis. Otherwise, if a new report is due to be reported on a T+1 month basis, all life cycle events related to that report have to be reported on a T+1 month basis. Examples of 'modification', 'early termination' and 'error' reports are available in Annex II to the TRUM.

For further information, please refer to Annex VII to the TRUM.

II.3.6 Back loading of non-standard contracts [ARCHIVED]

The Section has been archived as it is no longer relevant.

Question 3.6.1 [ARCHIVED]

The Question has been moved to section “IV. Archive: Frequently Asked Questions (FAQs) on back loading” as it is no longer relevant.

Question 3.6.2 [ARCHIVED]

The Question has been moved to section “IV. Archive: Frequently Asked Questions (FAQs) on back loading” as it is no longer relevant.

Question 3.6.3 [ARCHIVED]

The Question has been moved to section “IV. Archive: Frequently Asked Questions (FAQs) on back loading” as it is no longer relevant.

Question 3.6.4 [ARCHIVED]

The Question has been moved to section “IV. Archive: Frequently Asked Questions (FAQs) on back loading” as it is no longer relevant.

III. Frequently Asked Questions (FAQs) on transaction reporting of transportation contracts

The Section contains frequently asked questions and answers on the reporting obligations of contracts related to the transportation of electricity or natural gas in the Union, as defined in Article 3(1)(b) of REMIT Implementing Regulation.

III.4.1 Electricity

The Section answers questions on wholesale energy products in relation to the transportation of electricity in the Union, as defined in Article 3(1)(b) of REMIT Implementing Regulation.

Question 4.1.1

Who reports the nomination data cross border capacity allocation in case a single point nomination mechanism exists between two bidding zones under the jurisdiction of two TSOs?

Answer

In order to avoid double reporting, the Agency will accept one report for the nomination data allocated cross border capacity from one of the TSOs reporting on behalf of both or by a third party RRM reporting on their behalf. The Agency needs to be informed of the preferred reporting method through the RRM registration process. The reporting delegation will also have to be identified in the market participation registration form of the relevant TSOs.

Question 4.1.2

How to report when a continuous explicit intraday cross border capacity allocation method is in place?

Answer

In case the relevant allocation rules define that the allocated intraday cross border capacity is automatically nominated with no possibility of intervention from the market participant and that the amounts of allocated and nominated intraday cross border capacity are equal, then there is no need for the relevant TSOs or third party acting on their behalf to submit both allocated and nominated information. Only the nominated cross border capacity will be reported to the Agency by the reporting party.

In case the relevant allocation rules allow the freedom of the market participant to nominate a different amount of cross border capacity to the allocated amount, then both the allocated and the nominated reports will have to be submitted to the Agency.

Question 4.1.3

Reference to documents: REMIT Implementing Regulation – Article 7 (5)

What is the reporting timeframe for Secondary Power & Gas Transportation under Table 3 & 4? Per the REMIT Implementing Regulation, Article 7 (5), the reporting timeframe for Primary Transportation has been defined as T+1, but there is no mention of Secondary Transportation.

Reporting timeframes for REMIT reportable transactions are generally either T+1 or T+30. Could ACER confirm what the timeframe for Secondary transportation is?

Answer

Details of contracts referred to in Article 3(1)(b)(i) of REMIT Implementing Regulation shall be reported as soon as possible but no later than on the working day following the availability of the allocation results. Any modification or the termination of the concluded contracts shall be reported as soon as possible but no later than on the working day following the modification or termination.

The Agency currently considers secondary transportation contracts are not standard contracts and they therefore have to be reported on a T+1 month basis.

Question 4.1.4

We have finished our preparations to be able to report transactions. It is unclear to us however, how we should report our transactions.

Our assumptions are based on the document ACER: FAQs_on_Transaction_Reporting_20160324.pdf, more specifically on question 1.1.15

We uses 2 types of contracts:

1. Master agreement in which we agree with our customer (utility/producer/consumer) to automatically close its hourly open position against APX/BELPEX prices (bilaterally, we are not a member of the exchange and not an OMP. At the end of the month we create an invoice.

2. Master agreement in which we agree with our customer that he can buy from us or sell to us intraday (ex-post) volume. At the end of the month we create an invoice or credit note where we settle the volumes against the imbalance price.

We believe both types of contract are non-standard contracts with a volume and a price that are known during the month. That would mean that we would be allowed to report monthly.

Can you confirm this interpretation?

- Both master agreements should be reported as non-standard contracts.
- Volumes and prices can be reported as Table 1 transactions

Then there is the question of how to handle the fact that the same transaction (1 per day per market and per customer) can contain both buy and sell volumes.

Then there are 3 options:

- use the "C" and use either positive or negative values for buy and sell in the individual hours
- use the "B" and use negative values if we are the seller
- split the transaction in a "B" and an "S"

The last option is not preferable, as we don't really have 2 transactions.

Answer

Based on the information provided above, "C" should be used.

In addition, the Agency has addressed the issue of reporting of master agreements in the FAQs on transaction reporting.

Question 4.1.5

How to delete incorrect Total Allocation reports? In Table 1 or Table 2 we can use the field “Action Type”. What would be the solution in Table 3? Should we use Data Field (11) for “Document Status” with code A13 (Withdrawn)?

Answer

In Table 3, Data Field (2) Document version has to be updated. The document version is used to identify a given version of a time series set for a given bid period. Each resubmission of a document (where the document is identified by Data Dield (1) Document identification) should be submitted by incrementing the value of the Data Field (2) Document version by 1. Note that the system will only accept a document with a Document version number which is greater than the previous Document version number of the same document.

For Rights: Data Field (11) Document status (XSD: 'docstatus') shall be populated with code A13 (Withdrawn).

Total allocation and Bids do not have Data Field (11) Document status, therefore, in case of a need to withdraw these documents a higher version of the relevant document only with a header without TimeSeries should be sent.

Question 4.1.6

The Market Participant (MP), Non-Financial Company (NFC) on the XYZ platform concludes purchase transactions of Physical Transmission Rights (PTRs) or Financial Transmission Rights - (FTRs) in monthly cross border products. If they do not use them, they are resold by the platform in accordance with the UIOSI (Use-It-Or-Sale-It) principle as part of daily products.
Please for confirmation, that:

1. the above mentioned transactions should be report by XYZ platform according to Regulation 1227/2011 on behalf of MP, pursuant to article 8 (1) Regulation 1227/2011and article 6 (1) Regulation 1348/2014,
2. the above mentioned UIOSI transactions are the primary market transactions (not secondary market transactions),
3. the above mentioned transactions of PTRs and FTRs on the XYZ platform are not financial instruments, according to Article 2(1)(n) of MiFID II.

In our opinion:
1. the above-mentioned transactions should be reported by the XYZ platform in accordance with Regulation 1227/2011 on behalf of MP, in accordance with Art. 8 clause 1 of Regulation 1227/2011 and Art. 6 clause 1 of Regulation 1348/2014,
2. the abovementioned UIOSI transactions are transactions on the primary market (not transactions on the secondary market),
3. the above-mentioned PTR and FTR transactions on the XYZ platform are not financial instruments in accordance with Art. 2 clause 1 lit. n) MiFID II.

Answer

Question 1

The mentioned articles do not assign reporting obligation to XYZ platform.

As indicated in paragraph 4 of the introduction of REMIT Implementing Regulation, the details of transportation contracts acquired through primary capacity allocation of a transmission system operator (TSO) should in general be reported by the respective TSO only (or third parties acting on their behalf) in order to facilitate data collection. Therefore, the market participant's reporting obligation is considered fulfilled, since the data related to primary capacity allocation is provided to the Agency by the TSO or a third party acting on their behalf (such as XYZ platform). For more information, please consult Article 6(2) of the above-mentioned Regulation.

Question 2

Regarding the UIOSI principle,

- Pursuant to Article 3(1)(b)(i) of REMIT Implementing Regulation, contracts related to the primary allocation of electricity capacity in the Union shall be reported to the Agency within the obligations set out in Article 8 of the REMIT Regulation;

- According to Article 45 of the Annex I to ACER Decision 03/2017, physical transmission rights are subject to the UIOSI principle;

- Due to such a principle, once the purchased capacity is not nominated, the same capacity is automatically made available for the day-ahead capacity allocation, with a remuneration established in Articles 45 and 48 of ACER decision 03/2017;

- Pursuant to Article 8 of REMIT Implementing Regulation, electricity TSOs or third parties on their behalf shall report to the Agency final nominations between bidding zones specifying the identity of market participants involved and the quantity scheduled.

In consideration of the above-mentioned elements, in the Agency's view the transactions related to the automatic return of capacity as execution of the UIOSI principle should not be considered as results of primary allocation, nor should they be included in the data reporting process. Furthermore, it is our understanding that the difference between primary allocation, secondary allocation (if applicable) and nominations is the UIOSI principle.

Question 3

According to Q&A II.3.8., the Agency's understanding of Article 2(4) of REMIT and of Article 3(1) of the REMIT Implementing Regulation is that FTRs and PTRs are wholesale energy products that are listed as reportable contracts according to Article 3(1) of the REMIT Implementing Regulation. This is why the Agency has to consider FTRs and PTRs as wholesale energy products that will be reported to the Agency pursuant to Article 8(1) of REMIT, as long as ESMA does not specify in its guidance documents that these wholesale energy products are identified as financial instruments according to MiFID II that have to be reported under MiFIR and/or EMIR. The reporting obligation concerning any similar product should follow the same logic.

As long as the relevant products are not reportable under MiFIR or EMIR, the reporting obligation under REMIT applies even if the financial authorities were to define the relevant products as financial instruments in MiFID II. As long as these products are not reported under MiFIR or EMIR, the reporting under REMIT does not constitute a case of double reporting under Article 8(3) of REMIT.

III.4.2 Gas

The Section answers questions on wholesale energy products in relation to the transportation of natural gas in the Union, as defined in Article 3(1)(b) of REMIT Implementing Regulation.

Question 4.2.1

Which code should we use to identify an organised market place (Data Field (2)) of gas transportation contract schema when no market organiser exists, e.g. when allocated transportation capacity is traded on secondary market?

Answer

The TRUM states that, in case of an allocation outside an organised market place or outside a booking platform, Data Field (2) should be populated with the code "21X-XXXXXXXXXXXY", as issued by ENTSOG after consultation with the relevant stakeholders.

If the capacity allocation occurred on a booking platform, different from an organised market place, this field is expected to be populated with the identification code (EIC X-type) of the relevant operator of the booking platform.

Question 4.2.2

According to Edig@s REMIT MIG the field PROCESS_TRANSACTION.IDENTIFICATION is mandatory, and as such it could not be left blank.

How the transactions for bilateral capacity allocations (Shipper-Shipper) and transactions concluded outside of an Organized Market Place shall be identified?

Could we input a free text in the field PROCESS_TRANSACTION.IDENTIFICATION or a predefined set of values should be used?

Do you intend to change the schema in order to allow the field PROCESS_TRANSACTION.IDENTIFICATION to left blank?

Answer

The field cannot be left blank. In case of Shipper-Shipper transactions a free text of maximum 35 characters should be used for the Process Identification.

As indicated in the TRUM this field should be a Unique Identification of the process only in case of auction process. For other processes concluded outside an organised market place the code shall be defined by the capacity allocating entity (i.e. the internal coding rule of the allocating entity applies, e.g. one code for single process or multiple processes identification possible).

Question 4.2.3

According to Edig@s MIG for the approved by ACER schema for gas transportation transactions reporting: urn-easee-gas-eu-edigas-remit-gascapacityallocationsdocument-5-1.xsd, the field "PROCESS_TRANSACTION.ACTION_STATUS.CODE" accepts the following values:

62G = Active.

63G = Cancelled.

66G = Changed.

Definition of element:

Status code of the report to be reported in accordance with current applicable industry standards as specified in gas network code on Interoperability and data exchange.

According to TRUM Field (14) Action type, the following codes are permitted:

62G = Active

63G = Cancelled

66G = Changed

Which status is provided to define the field – the status of the reported transaction or the status of the XML file?

Answer

The element "PROCESS_TRANSACTION.ACTION_STATUS.CODE" is dedicated to define the status of the reported transactions.

Question 4.2.4

Which value should be send to ARIS in case of primary transactions for TRUM Field 41 - Bid quantity, if during an auction a minimum value and a maximum value were given by the bidder?

Answer

The maximum value should be reported for bid quantity.

Question 4.2.5

Price in the secondary Market:

Regarding TRUM Data Field (35) Price, it is foreseen to include the price concluded in transactions on the secondary market.

TSOs do not have this kind of information as the price is determined in agreements that take place strictly between shippers.

It is important for the TSOs to inform ACER also about these kind of transactions directly to ARIS and not only via booking platforms because these kind of transactions entail changes in contracts which need to be updated?

Answer

The Data **F**ield 35 is mandatory for secondary market allocations. The reporting obligation for secondary market lies with the market participants. Therefore there should be no problem for the TSOs in case they lack the specific information on the price. In case the TSO acts as the third-party RRM it is the responsibility of the market participant(s) to provide the necessary information to the TSO as the RRM for complete and successful data reporting.

Question 4.2.6

Mechanism established for secondary market and underlying price: TRUM Data Field (29) Procedure applicable, requires that the TSO is obliged to determine which mechanism is used in the secondary market.

In this respect TSOs that use FCFS would need to fill in TRUM Data Field (34) - Price paid to TSO (Underlying Price).

Do you mean that through TRUM Data Field (34) information about the price that Shipper 1 pays to the TSO in first instance for capacity booking (before the transaction on secondary market takes place) shall be submitted to ARIS? Please clarify.

Answer

TRUM Data **F**ield (29) is only applicable in case of secondary market allocations. It is not the responsibility of the TSO to determine the mechanism (Data **F**ield (29)), but of the involved market participants. The same applies for Data field (34).

The underlying price is the price that Shipper 1 pays to the TSO in first instance for capacity booking (before the transaction on secondary market takes place).

Question 4.2.7

Reference to Article 7(5) of REMIT Implementing Regulation in case of transformations of the contract.

Examples for transformations of the contract:

- The contractual nature of a capacity contract can change. For instance, it is possible to convert interruptible capacity into firm capacity.
- Transformation of capacity from interruptible to firm.

According to Article 7(5) of REMIT Implementing Regulation, details of contracts referred to in Article 3(1)(b)(i) of REMIT Implementing Regulation shall be reported as soon as possible but no later than on the working day following the availability of the allocation results. Any modification or the termination of the concluded contracts shall be reported as soon as possible but no later than on the working day following the modification or termination.

How to understand the provisions of Article 7(5) of REMIT Implementing Regulation in case of transformation of the contract – as a new or as a modified contract?

Should the case of capacity conversion from interruptible to firm be reported as contract modification?

Answer

It is the Agency's current understanding that the TSOs will have to report the transformation of a contract as modification of contracts to the Agency since there is a change of the main contractual aspect (product quality). The transformation of a contract shall be reported with 66G = Changed (please refer to TRUM Data **F**ield (14) Action type for details and to section 7 of the Annex VII to TRUM).

Other fields (e.g. Data Field (13) Capacity Category) have to be updated accordingly.

Question 4.2.8

Reference to Article 7(5) of REMIT Implementing Regulation in case of Floating tariffs: change of tariff (regulated price), in particular in case of long term contracts.

According to Article 7(5) of REMIT Implementing Regulation, details of contracts referred to in Article 3(1)(b)(i) of REMIT Implementing Regulation shall be reported as soon as possible but no later than on the working day following the availability of the allocation results. Any modification or the termination of the concluded contracts shall be reported as soon as possible but no later than on the working day following the modification or termination.

How to understand the provisions of Article 7(5) of REMIT Implementing Regulation in case of Tariff change?

Does the TSO have to report the tariff change as modification of the contract?

Answer

It is the Agency's current understanding that there is no need to send tariff changes as a modification of the contract if the usage of the tariff is well-defined in a contract and if the tariff change is made publically available by the TSO or by the respective NRA. The Agency reserves the right to request data on tariffs from TSOs.

Question 4.2.9

Secondary Transactions (transfer of rights to use/sell transmission capacity from shipper to shipper) that will be reported via capacity platforms – OMP (XX, YY, etc.)

Does ACER require reporting of transfer of rights to use of capacities or is reporting only required in case that a shipper sells the capacity itself to another shipper?

Answer

The Agency considers the described transfer of rights as a secondary market transaction which has to be reported. The reporting responsibility lies with the market participants.

Question 4.2.10 [UPDATED]

The following cases result from the application of Congestion Management Procedures (CMP) according to No. 2.2 of Annex I of Regulation (EC) No 715/2009.

- Surrender of capacity;
- Re-surrender of capacity;
- Withdrawal of capacity rights (LT UIOLI);
- Transactions relating to overbooking and/or buyback of capacities;
- Day-ahead UIOLI (renomination restrictions).

Which of the following transactions need to be reported as primary transactions and should the following cases be considered as contractual modifications to be reported acc. to Art. 7 Para 5 sentence 2 of the REMIT ImplementingRegulation:

a) Surrender of capacity (Application of No 2.2.4 Annex I Regulation (EC) No 715/2009)?

b) Re-surrender of capacity (Surrendered capacity handed back to the shipper, because the TSO was not able to reallocate it to a new customer)?

c) Withdrawal of capacity rights (Application of Long Term Use-it-or-loose-it mechanism acc. to No. 2.2.5 Annex I Regulation (EC) No 715/2009)?

d) Transactions relating to overbooking and/or buyback of capacities (According to No. 2.2.3. Annex I Regulation (EC) No 715/2009):

- Shall the TSOs report transactions for Buyback of capacity (In case of over-demand the TSO buys back the primary capacity itself)?
- Shall the TSOs report transactions for Buyback of rights to nominate (In case of overdemand the TSO buys back the right to nominate (in main or reverse flow direction) but the capacity contract in this case still remains with the shipper)?

e) Day-ahead UIOLI – renomination restrictions – Shall the TSOs report the renomination restrictions?

Answer

According to the Agency's current understanding, the following applies:

a) Successful surrender of capacity shall be reported as contract modification, insofar as capacity is reallocated to a new customer and therefore remains with the new customer and the original contract is adjusted accordingly.

The relevant information shall be reported only in case of successful surrender.

b) Transactions in case of re-surrender of capacity shall not be reported, because in this case the capacity could not be reallocated and remains with the original customer.

c) Withdrawal of capacity rights shall **not [added]** be reported as contract modification, **since the information on the reallocation of capacity is provided to ACER through the reporting of nominations via fundamental data reporting [added].** ~~insofar as capacity is reallocated to a new~~

~~customer and therefore remains with the new customer and the original contract is adjusted accordingly.~~

~~The relevant information shall be reported only in case of successful application of LT UIOLI procedure.~~**[deleted]**

d) The Agency understands that ~~in case~~ **since [added]** the TSO is buying back primary capacity**,** ~~on the basis of a bilateral contract between the TSO and the market participant~~ this transaction will be reported by the TSO as a ~~new contract~~ ~~for~~ modification of the primary transportation capacity **allocation [added]**. In case the buy-back procedure is handled by the TSO buying back capacity on the secondary market (or the right to nominate via transfer of use) this transaction will be reported ~~by~~ **via [added]** the OMP **according to Article 6(1) of the REMIT Implementing Regulation [added].**

e) The Day-ahead UIOLI transactions shall not be reported because the renomination restrictions are initially included in the contracts, which means that if applied, this cannot be considered as contract modification.

Question 4.2.11

Identification of the party and its role in the reporting process in case that one entity plays different market roles:

One TSO can act not only as TSO, but also as:

- Operator of capacity trading allocation platform (not being a separate legal entity – e.g. XX Auction Platform);
- Independent system operator (of a different transmission system) – ISO TSO;
- Market participant (gas purchase for technological needs, gas for balancing needs, use of storage capacities);
- RRM.

What is the concept for reflecting the role fulfilled by TSO/Market Participant in a given situation?

How should the different roles be identified during the reporting process taking into consideration that the entity that plays all these different roles on the market could have only one VAT and one EIC?

Which codes defining the entity role in the reporting process shall be used for:

- TSO;
- Market participant;
- RRM;
- OMP?

Answer

There can be overlaps of the roles. The TRUM already clarifies which code should be applied.

The roles can be identified from schemas. For gas transportation contracts the fields for identifying the roles are:

- TSO (Data **F**ield (1) for primary allocations and Data **F**ields (25/26)
- Market Participant (Data field (1), Data field (27) for primary allocations, Data fields (27/36/37) for secondary allocations)
- RRM (outside of the schema)
- OMP (Data **F**ield (2))

Question 4.2.12

Contractual changes of the original capacity contract in case of application of CMP measures (e.g. 'successful surrender'; 'successful reallocation of capacity in case of withdraw' (=LT UIOLI); 'secondary sale')

The TSOs shall submit the contractual changes of the original contract acc. to Art. 7 Para 5 REMIT Implementing Regulation.

Example: Shipper A holds a capacity contract of 100 amount of capacity. Shipper A sells 40 to Shipper B on the secondary market (full sale, no sublet of use). OMP (in case of OTC TSO) will report: Shipper A sold 40 to shipper B, price XYZ. TSO reports to ACER: contractual change of the original contract: Shipper A contracted amount is now 60. ACER will not know the reason for the modification of the contract (why the quantity amount was changed), which could be due to:

- the shipper surrendered 40 to the TSO;
- the TSO withdrawn 40 from the Shipper because he systematically did not use the capacity (LT UIOLI);
- the Shipper sold the capacity at the secondary market?

Does ACER need to know the reason for the modification of contract (changed quantity amount) when the contractual change is reported?

In case that ACER needs to know the reason for a contractual change is it possible this reason to be specified and reported through the current Gas Capacity Allocation schema. If yes – which elements and codes shall be used for this purpose?

Which codes shall be used for reporting of capacity change due to surrender and LT UIOLI mechanisms, secondary market transactions etc?

In case that the current Gas Capacity Allocation schema does not allow to specify the reason for a contract modification, does ACER intend to request a change of EASEEgas Gas Capacity Allocation schema?

Answer

The Agency currently does not plan to add such an additional field to the schema.

The changes should be visible since the modifications need to be reported and the capacity right identification remains the same.

Question 4.2.13

According to the schema for gas transportation transactions reporting: urn-easee-gas-eu-edigas-remit-gascapacityallocationsdocument-5-1.xsd, the only currency code allowed is EURO.

Please see the document Edig@s Message Implementation Guidelines, schema: Gas Capacity Allocation, element 3.1.3.15 Currency.Code.

Does ACER intend to change this schema/element in order to be able to accept reports for transactions performed in other currencies (valid for UK, and the EU countries outside the monetary union Eurozone)?

Or does the Agency require conversion from the different currencies to EURO? If yes, what are requirements for this conversion?

What exchange rate shall be used?

Answer

The Agency, after consulting relevant parties, established procedures, standards and electronic formats based on established industry standards for reporting of information referred to in Articles 6,

8 and 9 of REMIT Implementing Regulation. The current schemas foreseen for data reporting to the Agency under REMIT are the result of extensive consultations with stakeholders during 2014 and 2015.

This includes the accepted values for the currency code in the above-mentioned schema. The Agency further consulted relevant parties on the review of current electronic formats for data reporting in early 2017.

In the light of the above, the only currency code allowed for the relevant schema is EUR. Prices which were originally not expressed in EUR should be converted to EUR.

The Agency recommends using the last available ECB reference rate for the currency conversion at the time before the trade is concluded. Please refer to https://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html for further details on the ECB's.

Question 4.2.14

According to the schema for gas transportation transactions reporting: urn-easee-gas-eu-edigas-remit-gascapacityallocationsdocument-5-1.xsd, the only Primary Market Participant identification coding scheme allowed is 305 (EIC). Please see the document

Edig@s Message Implementation Guidelines, schema: Gas Capacity Allocation, element 3.1.4.2.

In case that a TSO shall report data about a transportation contract concluded outside an OMP and the respective client of the TSO (Primary Market Participant) is not registered as Market participant, neither possess EIC, how shall it be identified in the report file when the only allowed coding scheme is 305?

Answer

The Agency, after consulting relevant parties, established procedures, standards and electronic formats based on established industry standards for reporting of information referred to in Articles 6, 8 and 9 of REMIT Implementing Regulation. The current schemas foreseen for data reporting to the Agency under REMIT are the result of extensive consultations with stakeholders during 2014 and 2015. As a result of the aforementioned consultations, only EIC codes are accepted for identifying the reporting parties when reporting gas and electricity transportation contracts.

All reporting parties need to make sure to apply for an EIC code if they do not have one. The EIC codes can be obtained from the local issuing office. Since the EIC code will be used for reporting, it must be registered by the market participant's registration as market participant according to Article 9 of REMIT.

Please note that it is the market participant's responsibility for the completeness, accuracy and timely submission of data to the Agency and, where required so, to national regulatory authorities. Where a market participant reports those data through a third party, the market participant shall not be responsible for failures in the completeness, accuracy or timely submission of the data which are attributable to the third party. In those cases the third party shall be responsible for those failures, without prejudice to Articles 4 and 18 of Regulation (EC) No 543/2013 on submission of data in electricity markets. Market participants using a third party for reporting purposes shall nevertheless take reasonable steps to verify the completeness, accuracy and timeliness of the data which they submit through third parties. This includes the completeness and accuracy of the market participant identification through a relevant identification code.

Potential sanctions for the breach of reporting obligations as laid down in Article 8 of REMIT are defined at national level. In case reporting parties are facing technical issues when reporting data to the Agency, the Agency has established a contingency plan for Registered Reporting Mechanisms which provides all instructions on what reporting parties have to do in case of different scenarios that may impact the reporting. Any such possible technical issues should not be confused with possible breaches of the reporting obligations under REMIT.

Question 4.2.15

Reference to Articles 6(2) and 7(2) of REMIT Implementing Regulation

Article 6(2) of REMIT Implementing Regulation state that TSOs or third parties acting on their behalf shall report details of contracts referred to in Article 3(1)(b)(i) of REMIT Implementing Regulation including matched and unmatched orders.

Article 7(2) of REMIT Implementing Regulation state that in the case of auction markets where orders are not made publicly visible, only concluded contracts and final orders shall be reported. They shall be reported no later than on the working day following the auction.

How should TSOs understand the provisions of Articles 6(2) and 7(2) of the Implementing Acts?

Shall the TSOs or third parties acting on their behalf report all orders (matched and unmatched) or only information about the concluded contracts as the result of successful orders?

Answer

It is the Agency's current understanding that each auction rounds can impact the final price for transmission capacity.

Accordingly, all orders matched and unmatched which were taken into consideration for the calculation of any auction round need to be reported.

Question 4.2.16 [DELETED]

Question 4.2.17

Regarding EDIG@s field 3.1.3.9 ISSUER_MARKETPARTICIPANT.MARKETROLE.CODE.

The currently allowed field values do not cover the case and do not offer the possibility for defining the right market role of the reporting entity when a Solution provider company (Technical Manager of a system), that could be subsidiary or parent undertaking company of a TSO, will report data to ACER on behalf the TSO, SSO and LSO (all related undertakings – companies with a holding/company group).

What shall be reported in these examples for the mentioned field?

Answer

If a solution provider is reporting it should use the role of the company for which it is reporting, e.g. if the third party RRM reports on behalf of TSO, SSO and LSO, the coding ZSO should be used.

Question 4.2.18

Regarding EDIG@s field 3.1.3.18 PROCESS_TRANSACTION.TYPE, which corresponds to TRUM Data Field (9).

The current list of type of processes is not exhausted. It does not cover and does not provide identification of the processes like:

- Over-nomination;
- Open Subscription Window;
- Open season;
- Storage allocation;
- Non-ascending clock pay-as-bid auction.

What should be reported for these examples?

Answer

The process transaction types for the above examples (Over-nomination, Open Subscription Window, Open season, Storage allocation, Non-ascending clock pay-as-bid auction) shall be identified by the following code: ZSY.

Question 4.2.19

Does the definition of Secondary Gas Transportation also included zero priced entry assisted capacity that is often bundled with the purchase of beach gas, and therefore is reportable under REMIT?

A certain transaction for us is the purchase or sale of physical gas at a Beach location with other Market Participants. As part of that contract is the inclusion of free (i.e. zero priced) entry assisted transportation capacity which allows us or the Market Participant to flow the gas from the Beach location into the national network of gas pipelines.

Is the embedded transportation in such contracts reportable under Table 4?

We deem such transactions not to be reportable under Table 4 as the purpose of the underlying transaction is not to trade capacity. In addition, the capacity part of the deal cannot be separated and traded in isolation in these deals.

Could ACER confirm this view is correct?

Answer

According to REMIT, transportation contracts should involve two or more locations or bidding zones concluded as a result of a primary explicit capacity allocation by or on behalf of the TSO.

It is the Agency's view that entry assisted transportation capacity which allows market participants to flow the gas from a non-balancing area to a balancing area is not a reportable contract.

Question 4.2.20

In response to Q 4.2.19 in the FAQ on REMIT transaction reporting it states that "transportation capacity which allows market participants to flow the gas from a non-balancing area to a balancing area is not a reportable contract. " Does this mean that secondary transportation capacity transactions are only reportable where the capacity allows flow between balancing zones? As transportation contracts in REMIT involve two or more locations or bidding zones I had believed that they were reportable regardless of whether the locations are bidding or balancing zones. However, this appears to be contradicted by the answer to Q 4.2.19.

We have entry capacity to flow gas into a national transmission system from an LNG terminal. If we transfer this capacity to another party, is this a reportable transaction?

Answer

An LNG regasification terminal is not a balancing zone in itself. In the Agency view, the transportation contract from the regasification terminal to the gas terminal does not need to be reported. There are currently no requirements for the reporting of transportation contracts involving locations that are not balancing zones.

Question 4.2.21

Market Participant (MP) "A" owns a pipeline business in a EU country that transports gas from Point "X" (Exit point of the National Grid´s National Transmission System – certified TSO) or Point "Y" (Entry terminal) to four customers (two oil refineries and two Combined Cycle Gas Turbines).

Qualification of reporting obligations for transportation contracts concluded as a result of primary capacity allocation by or on behalf of the TSO:

MP "A" is not a TSO under Art. 2(11) REMIT and hence, is not obliged to report the transportation contracts with its customers as transportation contracts concluded as a result of a primary explicit capacity allocation by or on behalf of the TSO in sense of Article 6(2) in conjunction with Article 3(1)(b)(i) REMIT Implementing Regulation. This conclusion is based on the following points:

- Article 2(11) REMIT refers to the TSO definition laid down by Article 2(4) Directive 2009/73/EC and Directive 2009/72/EC.
- According to Article 10 of the above Directives, each TSO shall be designated and certified as a TSO by the National Regulatory Authority (NRA). MP "A" is not certified as a TSO by the respective NRA (Ofgem).
- The gas pipeline, owned and operated by MP "A", has a named license exemption from requiring a TSO certification under a national Gas Act of 1986. Not being certified as a TSO, MP "A" remains out of the scope of the obligations posed on the TSOs. The latter includes the reporting obligations pursuant to Article 6(2) in conjunction with Article 3(1)(b)(i) REMIT Implementing Regulation which stipulate that TSOs or third parties acting on their behalf shall report contracts relating to transportation of natural gas in the Union concluded as a result of a primary explicit capacity allocation by or on behalf of the TSO.

Qualification of reporting obligations for transportation contracts concluded between market participants on secondary market:

The gas transportation contracts that MP "A" has with its customers do not meet the criteria of a secondary capacity allocation foreseen under Article 3(1)(b)(ii) REMIT Implementing Regulation read in conjunction with the reporting format of Table 4 and TRUM pp. 133-155. This assessment is based on the following points:

- REMIT or REMIT Implementing Regulation do not define what means secondary market for the purposes of Article 3(1)(b)(ii) REMIT Implementing Regulation.
- A definition of the above term can be found in Article 2(6) Regulation 715/2009 which defines secondary market as "the market of the capacity traded otherwise than on the primary market". Primary market is defined in point (22) of the same Article as "the market of the capacity traded directly by the TSO". REMIT or REMIT Implementing Regulation do not make a reference to the above mentioned definitions of primary and secondary market contained in Regulation 715/2009 and these definitions do not therefore directly apply for the purposes of REMIT.
- Table 4 and the respective passages in the TRUM (pp. 133-155) are designed on the presumption that the contracts concluded between market participants on secondary markets in sense of Article 3(1)(b)(ii) REMIT Implementing Regulation are contracts that govern a secondary allocation of a capacity which was previously and primarily allocated by a TSO, e.g. price paid to a TSO [for the primary capacity allocation] is a mandatory field when reporting secondary capacity allocation.

Questions:

1) Primary Capacity Market: Are the transportation contracts in question between MP "A" and its four customers reportable under REMIT regulation as transportation contracts concluded as a result of primary explicit capacity allocation by or on behalf of the TSO? Who should be identified as the TSO since MP "A" is NOT a designated and certified TSO in sense of Article 2(11) REMIT?

2) Secondary Capacity Market:

a. Considering no primary capacity allocation through a TSO has occurred, are these transportation contracts reportable under REMIT regulation as transportation contracts concluded between market participants on secondary markets?
b. How should MP "A" and its customers report Data Fields (25) TSO 1 identification, TSO 2 identification and (34) Price paid to TSO (underlying price) in Table 4, which in the case of the contracts in question are neither applicable nor available?

Business Case:

Market Participant (MP) "A" owns a pipeline business in a EU country that transports gas from Point "X" (Exit point of the National Grid´s National Transmission System – certified TSO) or Point "Y" (Entry terminal) to four customers (two oil refineries and two Combined Cycle Gas Turbines).

MP "A" is not considered a TSO and the gas transportation obligations (subject of the contract) are not issued out of primary capacity market (i.e. not traded with a TSO).

Secondly, the nature of the contracts do not satisfy the requirements to report the contracts as secondary capacity since there is no TSO involved, hence a number of key attributes cannot be reported.

Our interpretation is that the above described gas transportation contracts fall outside of the scope of REMIT trade reporting since these contracts are not concluded on a primary market (between TSO and Market Participant), neither do they qualify under the definition of a secondary capacity allocation.

We would be grateful for ACER's immediate response on this matter please.

Answer

There are currently no requirements for the reporting of transportation contracts involving locations that are not balancing zones.

If the transportation contracts between MP "A" and its four customers allow to flow gas from points X to Y which are in a non-balancing zone, the transportation contracts are not reportable. The same will apply if the transportation contracts between MP "A" and its four customers would allow to flow gas from points X (balancing area) to Y (non-balancing area). This is in line with Question 4.2.19 of the FAQ on Transaction Reporting document. .

Question 4.2.22

The question is about how to handle gas capacity contract transaction reporting to ARIS when a Market Participants on shipper side (contract holders) either exit the market (on voluntary basis or e.g. because they run bankrupt) or change their company structure affecting the contract holders name (e.g. split of a company transferring the capacity to the legal successor of the former contract holder) or if a company simply change their names (but the contract holder in fact is the same, no new legal entity). The question does only refer to possible cases in the future and does not affect already reported cases under backloading.

General rule: In general we propose to report these cases depending on what is from a legal point of view happening between the Market Participants (TSO and shipper). In the following cases applying this general rule would mean:

a) Market exit of market participant (=shipper, = contract holder), no matter whether on voluntary basis or because of insolvency/bankruptcy

b) Legal succession cases (e.g. change in company structure)

Two cases to be distinguished:

i) A new company is established. When the former contract holder is still 'alive' he transfers the capacity contract to the new company on secondary market.

ii) A new company is established, but there is no special handling between the old and the new company regarding the contract via secondary market but simply all the legal rights and obligations are shifted from the old company to the new one (either by a special contract or – depending on the national civil law – simply by law)

c) Simple change of a name of a company, no new legal entity is established.

Answer

With regard to point a), the answer depends on:

a) If the contract is Suspended, then there is no need to report anything; or

b) if the contract is cancelled, it should be reported as any other cancellation of a contract.

The cancellation of the contract that has been already reported to the Agency, through the Gas Transportation Contracts / Edig@s REMIT GasCapacityAllocations_Document schema should be submitted by setting the XML fields as follows:

- Appropriate report file naming (according to the mandatory naming convention);
- CREATIONDATETIME – should be set according to the date and time of the creation of the new report file;
- PROCESS_TRANSACTION.ACTION_STATUS.CODE attribute = 63G (Cancelled, the report is no longer valid),
- TIMEINTERVAL - delivery end (Data Field (11). End date and time) shall reflect when the termination of the contract takes effect.

Following the cancellation of the contract, the capacity can:

a) be re-allocated to the market and this should be reported as any other allocation; or

b) not allocated to the market and there is no need report it.

With regard to point b):

i. This case should be reported as any other secondary market transaction (reporting obligation lies with the market participants = shippers transferring the capacity contract amongst them)

The TSO should not report any transaction modification through Gas Transportation Contracts through Edig@s REMIT Gas Capacity Allocation schema.

ii. The modification of a contract that has been already reported to the Agency, through the Gas Transportation Contracts / Edig@s REMIT GasCapacityAllocations_Document schema should be submitted by setting the XML fields as follows:

- Appropriate report file naming (according to the mandatory naming convention);
- CREATIONDATETIME – should be set according to the date and time of the creation of the new report file;
- PROCESS_TRANSACTION.ACTION_STATUS.CODE attribute = 66G (Changed, the report is valid after having been updated);
- PRIMARY_MARKETPARTICIPANT.IDENTIFICATION – CODINGSCHEME attribute content modified and filled with the EIC of the "New company;
- TIMEINTERVAL - delivery start (10.Start date and time) shall reflect when the first delivery of the contract takes place.

The new company has to register with the National Regulatory Authority as a Market Participant.

With regard to point c):

since the name of the PRIMARY_MARKETPARTICIPANT.IDENTIFICATION is never reported to the Agency through the Gas Transportation Contracts / Edig@s REMIT GasCapacityAllocations_Document, the TSO should not undertake any actions for reports

modification. In the reports submitted by the gas TSOs (or on their behalf), the PRIMARY_MARKETPARTICIPANT.IDENTIFICATION is done though the EIC of the Market Participant.

It is the Market Participant's obligation to properly modify its CEREMP profile and inform the relevant NRA and the Agency about the change in its name. In addition the MP should inform the LIO that maintains its EIC code.

Question 4.2.23

According to Art. 21 Paragraph 3 Commission Regulation (EU) 2017/459 (CAM NC), the European Gas TSOs are obliged to offer a capacity conversion mechanism for their network users to enable them to convert unbundled capacities in bundled capacities. Some TSOs have already started to offer such service as an early implementation approved by their NRAs.
ENTSOG has prepared a model describing the minimum functions of the capacity conversion service (see attached document CAP0717-17 ENTSOG's Capacity conversion model, 24 July 2017) and especially in its annex 2 the possible conversion scenarios.

However, the model leaves some discretion how to implement the conversion of the transportation contracts legally, especially how the national civil law arrangements/GT&Cs are structured to complete the conversion in a legal manner. Therefore, we would like to propose a way on how to properly report these contractual changes under REMIT, taking into account the different possible conversion scenarios and the different national legal implementations.

Answer

Generally, there are two basic approaches regarding the reporting of a fully converted contract, depending on national implementation:

A) The original contract with unbundled capacity is modified and a new contract is reported.

The capacity amount of the old unbundled contract is reduced to zero and this reduction is reported within the REMIT reporting as a change of the existing contract.

In addition, a new (bundled) contract is reported. This bundled contract contains the whole amount of the capacity. (Please note that reporting data with the approach described in this option does not necessarily imply that a new contract has been concluded under national law.)

OR

B) The original contract with unbundled capacity is modified.

The full conversion is done without reporting a new contract. Such a conversion of capacity is reported as a modification of the existing contract of the unbundled capacity. In this case, the following information should be updated (note that some fields are filled with the existing information):

All relevant information covering the allocation process (TRUM Table 4, Data Fields (2-13)) as well as information on the lifecycle reporting (TRUM Table 4, Data Field 14), on the premium price (TRUM Table 4, Data Field No 21), on the specifications of bundling (TRUM Table 4, Data Field (23)), and on the counter TSO (TRUM Table 4, Data Field (26)).

Regarding the conversion of only part of the unbundled capacity into bundled capacity the following applies:

- The original contract is modified by reducing the capacity amount by the part of the capacity that is converted into bundled capacity (updating the information in TRUM Table 4, Data Field (15)).

AND

- The part of the capacity that is converted into bundled capacity is reported as a new contract for bundled capacity.

Question 4.2.24

In case of resell of gas capacity concluded outside an organised market (secondary allocation between two MPs), who should report the contract to ACER? How should it be reported?

Answer

A contract on transportation capacity of gas concluded bilaterally between two market participants outside an organised market place is considered a contract concluded on a secondary market. The reporting obligation for secondary transportation contracts applies to the involved market participants. In line with Article 6(3) of the REMIT Implementing Regulation, secondary transportation contracts which have been concluded outside an organised market shall be reported by both counterparties or third parties on their behalf. The market participant on whose behalf the report is sent should be represented via Field (27) Market participant identification of Table 4 of the Annex to the REMIT Implementing Regulation. The two legs of a transaction are matched through Data Field (5) Transportation Transaction Identification.

As indicated in FAQ 4.1.3., the Agency currently considers that secondary transportation contracts are non-standard contracts and therefore have to be reported on a T+1 month basis.

IV. Archive: Frequently Asked Questions (FAQs) on back loading

The Section addresses question related to back-loading of transactions in accordance with Article 7(6) of the REMIT Implementing Regulation.

Please be aware that the back-loading exercise has expired according to the deadlines as specified in the REMIT Implementing Regulation, thus the section has been archived as it is no longer relevant.

Question 1.1.27

We started to report form April the 7th, 2016 and we reported all our standing contracts in backload and added, as it happened, execution of them. All the transactions were accepted.

Now one of our supplier, a company, from outside the EU, asked us to report for it as well. And here is where we have a problem. When we reported our contracts (3) in backload with this supplier he didn't have an ACER code then and we reported that contract, and later execution, using the ACERNONMP.EU code. Now our supplier informs us that he has his ACER code now and asks us to report for him as well. All contracts were reported and accepted as well as all execution.

We have reported again those contracts and transactions with correct ACER code, and we would like to delete the ones with the ACERNONMP.EU code. My question is how we should do that: report it as error or report denouement?

Answer

As specified in the FAQ 2.6.2, a modification report with the updated ACER code should have been reported. It is necessary to modify the original report with the updated ACER code.

Question 2.1.16

The TRUM and its Annexes have been updated to state that for backloading trades, you should set Data Field (21) Contract ID to NA and Data Field (22) Name) to BACKLOADING.

Market participants reporting bilateral contracts traded off-organised market places, backloading and executions under the framework of non-standard contracts are not expected to submit a contract ID but only "NA" for not available.

Can I question the contract ID please, since in the XML file the contract ID is used to link the trade to the contract, and if it's all set to NA then you cannot have more than one trade in a file as you cannot reference which contract the trade refers to.

Answer

Market participants reporting backloading and executions under the framework of non-standard contracts should report "NA" in Data Field (21) Contract ID and "BACKLOADING" or "EXECUTION" in Data Field (22) Contract Name. However, while reporting this information, market participants have to report details of the contracts in each Trade Report and not in the Contract List section of the XML file.

In order to use the Contract List section of the XML file, market participants can use any unique contract ID they prefer. There is no expectation that the other counterparty will report the same contract ID. The contract ID links Trade Reports to the contract in the Contract List section within the same XML file. For Example:

```
<contractList>
   <contract>
     <contractId>Contract1</contractId>
     <contractName>BACKLOADING</contractName>
    ……
```

```
    </contract>
    <contract>
      <contractId>Contract2</contractId>
      <contractName>BACKLOADING</contractName>
       ……
    </contract>
  </contractList>

<TradeList>
    …….
      <contractInfo>
        <contractId>Contract1</contractId>
      </contractInfo>

</TradeList>

  <TradeList>
    …….
      <contractInfo>
        <contractId>Contract2</contractId>
      </contractInfo>

</TradeList>

Or

<TradeList>
    …….
      <contract>
        <contractId>NA</contractId>
        <contractName>BACKLOADING</contractName>
      </contract>

</TradeList>

  <TradeList>
    …….
      <contract>
        <contractId> NA </contractId>
        <contractName>BACKLOADING</contractName>
      </contract>

</TradeList>
```

Question 2.1.28

What UTI should be reported for back loaded trades where the MP does not have a UTI for the trade?

Example: Prior to Oct 7, participant enters into a trade. No UTI is assigned to the trade. Trade is still open on Oct 7 and therefore needs to be reported as a back loaded trade.

The MP may omit the UTI for such trades.

Answer

The UTI is a mandatory field in the schema. For back loaded trades where the market participant does not have an UTI for the trade, the market participant should create one. There is NO expectation that the UTI will match the market participant counterparty's UTI.

The UTI is needed because of the ID of the record, otherwise the market participant will not be able to report lifecycle event of the transaction.

The UTI can be anything the market participant would like to submit e.g. the transaction ID available in their system and, as mentioned above, which does not need to match the other counterparty. This applies to any back loading trade.

Question 2.2.5

Since it is possible to enter orders that remain in the system for more than one day, we consider it to be likely that some orders which had been entered on 6 October 2015 or before are still valid on 7 October 2015. However, these orders will not show in the system again until they are modified, matched or cancelled.

It is not clear how to deal with such orders that have already been active at the reporting start date.

For sake of clarity it would be very useful to have a special chapter GoLive in TRUM. For example:

- 5 October 2015 – order is inserted in the market (with status ACTIVE)
- 6 October 2015 – order is modified
- 7 October 2015 – order is matched

There will be no "BACK LOADING" of order data; only order lifecycle events that take place on 7 October 2015 or later will need to be reported.

Answer

Orders that remain in the system on 7 of October 2015, for example they were entered on 6 October 2015 or before, and are still active on 7 October 2015, should be reported in one of the two following ways:

1. New order (Action Type "N") on 7 October 2015 either with the real timestamp, e.g. 2015-10-06T08:23:24 or with the time of opening the market, e.g. 2015-10-07T00:00:00 or 2015-10-07T09:00:00 in UTC format. Any subsequent modifications of those orders should be reported as modification (Action Type "M") with the real timestamp of modification.

   The values to be reported are those at the point of reporting (the current active values) and not the values that were originally entered. For example, if it was entered at 3 EUR, but then modified to 2 EUR, it should only be reported as 2 EUR because this is the value at the time of the loading day (7 October); or

2. New (Action Type "N"), modified (Action Type "M") or cancelled ("Action Type C") with its lifecycles or related trades and real timestamps. An order that is active on 7 October 2015 will be reported according to its history.

   For example, if the order is active on 7 October 2015 but before this date the order was modified 2 times and then partially matched, the report will cover the first submission of order (Action type "N" and transaction timestamp before 7 October 2015), its 2 modifications (Action type "M"), partial acceptance (trade report) and the rest that remains active in the system.

Question 2.5.1

Back-loaded trades. What indicator/field should we use for back loaded trades for historic contracts executed on Exchange?
We require an indicator because the validation for the back-loaded trades may be more relaxed than for the regular trades as the MP may not be able to supply all the details currently required by ACER. The TRUM shows the use of "BACKLOADING" in the Contract Name field for off-market trades, but what about Exchange Traded trades?

Do we use the text "BACKLOADING" in the Contract Name field for Exchange-Traded trades or will there be a new action to indicate Back loading? If not, can we agree with other RRMs to use the Linked Order ID field with the text "BACKLOADING" to indicate a back-loaded trade?

Answer

The validation rules for the back loaded trades will be more relaxed than for the other trades as the market participants may not be able to supply all the details required for standard contracts. The TRUM shows the use of "BACKLOADING" in the Contract Name field for off-market trades as an example.

The TRUM also indicates that any information from examples of trades executed on continuous markets or auction markets can be applied to bilateral contracts and vice versa (for example profiles used in one trading example can be used to report a different trading example). The same logic applies to exchange traded contracts.

Please see example (2.19) "BACKLOADING" trade in Annex II to the TRUM.

Question 2.5.2

XXX Futures EU and XXX Spot seek further clarification from ACER in relation to the back loading requirements for Exchange Traded Derivatives.

On page 19 of the TRUM, ACER states that: *"In order for the agency and the NRAs to know each market participant's open positions at the time the reporting obligation becomes applicable, market participants shall report contracts which were concluded before the date on which the reporting obligation becomes applicable and remain outstanding in that date."*

Please could ACER clarify if and how the back loading requirement covers Exchange Traded Derivatives ("ETDs")? Whilst the TRUM states that organised market places' willingness to assist market participants with the back loading reporting is entirely at the discretion of the OMP, there is a potential reporting burden placed on Market Participants for which they may need the assistance of the OMP.

Example: When an ETD such as a futures contract is traded top day, the contract is concluded that day leaving an "End of Day" position at the exchange level. The positions in these ETD contracts do not remain outstanding and the positions are not technically "open" in that the transaction has been concluded. The futures position can however be subsequently traded out if the position holder decides; this would result in new trades. Effectively, unless the position has not been assigned correctly, prior to the 07 October 2015, then there are technically no trades that have yet to be concluded to report.

The back loading requirement does not cover ETDs (futures and options) given that they are no cont were concluded before the date on which the reporting obligation becomes applicable (07 October remain outstanding on that date.

Answer

In our view, outstanding contracts are those contracts that have an outstanding physical or financial delivery as defined by the contract and not by the settlement of the invoice date. For futures we would expect to see the positions that are technically still "open" and that can be still trade out (or closed) or to be settled. Please see also "Additional clarification on the back loading requirement" available in the TRUM.

Question 2.5.3

With respect to the reporting of transactions on wholesale energy contracts that were concluded prior to the date on which the reporting obligation becomes applicable and remains outstanding on that date (back-loading), it is unclear whether this includes or excludes trades that have expired on that date, but remain unsettled.
Please confirm whether wholesale energy transactions to be back-loaded include trades that haven't settled, although expired on or before the date on which the reporting obligation becomes applicable.

Trade expires on 07/10/2015, but settles a day or two later – In scope for back-loading?

• Trades expires prior to 07/10/2015, but settles on 07/10/2015 – Out of scope for back-loading

• Trade expires and settles prior to 07/10/2015 – Out of scope for back-loading

• Anything that hasn't settled on the date the reporting obligation becomes applicable has not "concluded" and therefore is in-scope for back-loading of data to the ACER?

Answer

Please see FAQ 2.5.2

With regard to the above question:

- Trade expires on 07/10/2015, but settles a day or two later is in scope for back loading
- Trade expires prior to 07/10/2015, but settles on 07/10/2015, is in scope for back loading
- Trade expires and settles prior to 07/10/2015, is out of scope for back loading

Question 2.5.4

Articles 40(1), 40(2) and 44(2) make clear the back loading requirements that Market Participants should consider the minimum requirement for the reporting of contracts which were concluded before the date on which the reporting obligation becomes applicable and remain outstanding on that date i.e. 7th April 2016.

Where other information which is required to be reported under REMIT can be extracted from market participants' existing records, market participants shall also report that information.

But could ACER please provide some clarity as to whether trades would need to be backload reported if trades have a delivery and settlement date prior to the 7th April 2016 but where there may be some scenarios whereby there will be some cash flows/payments that will not be able to be made until after this date but will not impact the trade or the delivery.

An example of this may be the result of the way that a trade is priced e.g. the trade is agreed and concluded pre- 7th April 2016 but priced as an average over all of April 2016 hence the price will not be known until it is calculated after 7th April 2016.

On the basis that all aspects of the trade will be concluded/ settled/delivered prior to the 7th April 2016, XXXX would like to confirm ACERs view that these would be out of scope for the back loading requirement based on:

- the agreement and conclusion of the trade and/or any delivery will have taken place prior to the 7th April 2016 and that the outstanding cash flow is not material in the context of REMIT transparency or in relation to market manipulation;

- in the spirit of what REMIT is trying to achieve, reporting these trades to ACER would add little apparent value in terms of transparency, market manipulation or market impact and that

- the TRUM seems to hint (although not explicit) that the delivery of the contracts is the key factor for reporting requirement generally (3.2.1 point (iv)).

Answer

Since the contract and all its aspects have been concluded/ settled/delivered prior to 7 April 2016 the obligation to report back loaded contracts does not apply for the above-mentioned scenario.

Question 3.2.2

Question 2.1.26 states that in case of backloading of standard contracts, in assigning a UTI this doesn't have to match with the one reported by the other market participant.

Under the obligation to report non-standard contracts, there is the same issue with regards to the Contract ID for contracts that are subject to backloading.

Party A and Party B have to report a non-standard contract that is subject to the back loading requirement. As this contract was in existence prior to the entry into force of the obligation to report, a common Contract ID will not have been agreed and allocated to the contract. Does the same logic for the backloading of UTI in standard contracts apply?

Answer

Non-standard contracts that are subject to the back loading requirement under REMIT should be reported with a Contract ID, but there would be no expectation that the Contract ID adopted will match between the two market participants for back loaded contracts.

The Contract ID is required because otherwise the market participant will not be able to link the executions to the contract. The Contract ID can be anything the market participant would like to submit as long as it is unique to the market participant and does not need to match the Contract ID of the other market participant.

Question 3.4.2

What UTI should be reported for the reporting of EXECUTIONS where the Market Participant does not have a UTI for the trade?

Example: Prior to Oct 7, participant enters into a trade. No UTI is assigned to the trade. Trade is still open on Oct 7 and therefore needs to be reported as a back loaded trade.

The Market Participant may omit the UTI for such trades

Answer

The UTI is a mandatory field in the schema. For executions under the framework of non-standard contracts where the market participant does not have an UTI for the trade, the market participant should create one.

The UTI is needed for the ID of the record, otherwise the market participant will not be able to make any amendments and/or recall the transaction.

The UTI can be anything the market participant would like to submit e.g. the transaction ID available in their system.

Question 3.6.1

About outstanding contracts, a financially settled Derivate transaction ending the month of March 2016, for example a Fix-for-Floating API2 Swap, has an outstanding financial flow due to be invoiced on the 5th working day of April (7 October 2015 – Reporting Start Date). However, as the financial settlement amount is fixed on the final pricing day in September it does not count as an outstanding contract to be back-loaded under REMIT.

Yet the same contract for a different Commodity would indeed have an outstanding financial flow, as there is a time lag in the publishing of the fixing prices meaning the settlement fixing price for March 2016 would not be published until the end of April 2016, and would therefore fall under the back-loading rule.

Regardless of the fact that we would be reporting these derivative contracts under EMIR and will not be double reporting under REMIT are these assumptions correct in ACERs view?

About outstanding contracts, we have an EFET General Agreement Gas with a Counterparty and have concluded an individual contract under the General Agreement with that counterparty for the delivery of Natural Gas in Gas Year 2014/2015 via an Energy Broker OMP (physical delivery from 01.10.2014 06:00 to 01.10.2015 06:00).

The payment terms are contractually agreed in the General Agreement according to § 13.1 Invoice and § 13.2 Payment (20th of the month following delivery), and are also confirmed on the individual contracts.

Therefore, the wholesale energy contract does not have an outstanding physical flow. However, the "financial flow" (Settlement) is contractually agreed and due on 20 October 2015 and hence outstanding.

Nonetheless, as I understand your answer in the FAQs, this would not count as an outstanding financial flow but merely as the settlement of the invoice date (despite the fact that it has been contractually agreed in advance) and is not relevant for REMIT backloading.

The same rule should apply for Spot delivery contracts with a physical delivery ending 07.10.2015 00:00. Also correct?

Answer

In the above question, a Fix-for-Floating API2 Swap seems to mean a swap on coal, which falls outside the scope of REMIT.

However, any contract related to the supply of gas or electricity, irrespective if it is a physical forward, a future or an option, has a reference to a delivery period. Also financial derivatives related to EU gas or electricity have a reference price which relates to a delivery period of the commodity.

For physical trades, the gas or electricity delivery period of the commodity is the one that should be observed. Any contract that considers a delivery of EU gas or electricity after 7 October 2015 (Phase 1) or 7 April 2016 (Phase 2) should be considered an outstanding contract and would fall under the back loading rules.

For example a physical forward that delivers electricity from 1 April to 30 Aril 2016 would be considered an outstanding contract on 7 April 2016. The same applies to any contract for the delivery of the energy commodity after 7 April 2016 irrespective of the financial settlement of the invoice. A contract for the delivery from 1 March to 31 March 2016 with a financial settlement of the invoice after 7 April, should not be considered subject to back loading.

The same applies to financial derivatives related to EU gas and electricity. A monthly future on gas or electricity that settles in cash (a financial derivative) does so against a cash flow/a series of cash flows in a particular month. That month, or any other period of time covered by the instrument, is the one that has to be taken into consideration for the calculation of the exchange of cash flows.

On the contrary, the point of time when the payment between the two parties really takes place, e.g. 20 days after the delivery period that the contract refers to, is not taken into consideration for the purpose of considering a contract subject to the back loading rules.

Question 3.6.2

Reference to TRUM V2.0 3.2.7, Back-loading

Do we have to report back-loading for « BILCONTRACT » and also « EXECUTION »?

Answer

Any outstanding contract has to be reported as back loaded. Execution under the framework of non-standard contracts concluded before the 7 April 2016 do not fall under the scope of back-loading.

Executions under the framework of non-standard contracts should be reported with Table 1 and linked to non-standard contracts that have already been reported to the Agency with Table 2. See examples in Annex II to the TRUM.

Since there is a three-month period time for the back loading of outstanding non-standard contracts, the reporting of transaction executed under the framework of non-standard contracts are reportable if they take place after the reporting of the back loaded report.

Question 3.6.3

Market participants are required to backload their trades. For the backloading, is it enough to report a contract once or should we do monthly executions on this specific contract for the duration of the contract in the past also?

As an example: we report a bilateral contract, which runs from 01.01.2010 until 31.12.2020. For the backloading, would it be sufficient to report the contract once with the non-standard contract Template and do the monthly execution from April 2016 on? Or should we report the monthly executions with the standard contract Template for the time in the past (01.01.2010-01.04.2016), which in this example would mean 75 execution reports.

Answer

Please refer to FAQ. 3.6.2:

Any outstanding contract has to be reported as back loaded. Execution under the framework of non-standard contracts concluded before the 7 April 2016 do not fall under the scope of back-loading.

Executions under the framework of non-standard contracts should be reported with Table 1 and linked to non-standard contracts that have already been reported to the Agency with Table 2. See examples in Annex II to the TRUM.

Since there is a three-month period time for the back loading of outstanding non-standard contracts, the reporting of transaction executed under the framework of non-standard contracts are reportable if they take place after the reporting of the back loaded report.

Question 3.6.4

Related documents: II.3.6 of the Frequently Asked Questions

Question relates to the reporting of executions under back loaded nonstandard contracts.

According to II.3.2 of FAQs, an execution completed before 7 April 2016 does not need to be reported. Executions with delivery period extending beyond 7 April 2016 need to be reported. However, as the deadline for backloading of nonstandard contracts is 7 July 2016, the questions are:

a. Does an execution with a delivery period ending before the nonstandard contract is back loaded need to be reported?

b. If yes, what is the deadline for reporting such an execution? Should it be reported within 30 days of the end of the delivery period, even if this is a date earlier than 7 July 2016 (in which case the nonstandard contract should be back loaded not later than the date of reporting of the execution)? Or should such an execution be reported only when the nonstandard contract is back loaded, even if this falls later than 30 days from the end of the delivery period of the execution.

Answer to the second question of II.3.6 of FAQs (which probably should be properly marked as question 3.6.2, instead of 3.6.1) suggests that only executions with delivery periods ending after a nonstandard contract is actually back loaded are reportable. This would mean that executions with delivery period ending after 7 April 2016 but before the nonstandard contract is actually back loaded (which can happen by 7 July 2016) would not be reportable at all. We are not clear if this was the actual intention of the Agency.

As a follow up question: when new executions of a back loaded contract are reported after the backloading is done, do the data reported by each of the counterparties regarding such executions need to match? Many Xxxx market participants are reporting to me that they have significant difficulties in agreeing with some counterparties how the historical contracts are to be reported and it is quite likely that several back loaded contracts will be reported by each of the respective counterparties differently (with non-reconciled data). I would greatly appreciate your input on this. My understanding is that in case of back loaded contracts both data reported by the two counterparties under Table 2 and data reported under Table 1 for executions of back loaded contracts are not required to match.

Answer

Executions under the framework of non-standard contracts with a delivery period ending before the nonstandard contract is back loaded do not need to be reported.

Criteria for back loading are more relaxed. Please refer to TRUM Annex II, e.g. Example 4.05 to see the differences in the back loaded contract reported by two counterparties.

Annex I: List of abbreviation

Abbreviation	Meaning
ACER/Agency	European Union Agency for the Cooperation of Energy Regulators
REMIT	Regulation (EU) No 1227/2011 on wholesale Energy Market Integrity and Transparency
TRUM	Transaction Reporting User Manual
FAQ	Frequently Asked Questions
Q&A	Question and Answer
MoP	Manual of Procedure on Data Reporting
CEREMP	Centralized European Registry of Energy Market Participants
ARIS	ACER REMIT Information System
NRA	National Regulatory Authority
RRM	Registered Reporting Mechanism
OMP	Organised Market Place
MP	Market Participant
TSO	Transmission System Operator
DSO	Distribution System Operator
SSO	Storage System Operator
LSO	LNG System Operator

ENTSO-E	European Network of Transmission System Operators for Electricity
ENTSO-G	European Network of Transmission System Operators for Gas
EASEEgas	European Association for the Streamlining of Energy Exchange - gas
UTI	Unique Transaction Identifier
EIC	Energy Identification Code
LEI	Legal Entity Identifier
MIC	Market Identifier Code
UTC	Coordinated Universal Time
PPA	Power Purchase Agreement
PPAT	Person Professionally Arranging Transactions
LNG/GNL	Liquefied Natural Gas/Gaz Naturel Liquéfié
XML	eXtensible Markup Language
EFET	European Federation of Energy Traders
OTC	Over-the-counter
ESMA	European Securities and Market Authority
MiFID	Directive 2004/39/EC on markets in financial instruments
MiFID II	Directive 2014/65/EU on markets in financial instruments
EMIR	Regulation (EU) 648/2012 on OTC Derivatives, Central Counterparties and Trade Repositories
DSR	Demand Side Response
BAL NC	EU Regulation 312/2014 on Network Code on Gas Balancing of Transmission Networks
CACM	EU Regulation 312/2014 on Network Code on Gas Balancing of Transmission Networks
SIDC	Single Intraday Coupling
SDAC	Single Day Ahead Coupling
XBID	Cross Border Intraday
NEMO	Nominated Electricity Market Operator

NBP	National Balancing Points
MTF	Multilateral Trading Facility
DPoZ	Delivery Point or Zone
TT	Telegraphic Transfer
PSV	Virtual Exchange Point (Punto di Scambio Virtuale)
TTF	Title Transfer Facility
OB	Order Book
BM	Batch Matching
CFD	Contracts for Difference
ETD	Exchange Traded Derivatives
DMA	Direct Market Access
CB	Clearing Broker
LMA	Locally Managed Accounts
SMA	System Managed Accounts
ETS	EU Emission Trading System
DES	Delivered Ex-Ship
FOB	Free on Board
GTMA	Grid Trade Master Agreement
UIOSI	Use It or Sell It
UIOLI	Use It or Lose It
FTR	Financial Transmission Right
PTR	Physical Transmission Right
VAT	Valued Added Tax
ETD	Exchange Trade Derivatives