

## Annex 1 - Compliance with legal requirements

Legal compliance criteria	
<p><b>EU regulation</b></p> <p>1 Allocation of firm capacity</p> <p>2 Allocation of interruptible capacity</p> <p>3 Bundling of capacity products</p> <p>4 Ascending clock auctions (yearly, quarterly and monthly)</p> <p>5 Uniform price auctions (day-ahead, within-day)</p> <p>6 Day-ahead bid roll-over</p> <p>7 Support of kWh/h and kWh/d as capacity unit</p> <p>8 Secondary capacity trading</p> <p>9 Automated bidding</p> <p>10 Reporting of platform transactions (bidders and public)</p> <p>11 Bundling of capacity on 1:n situations</p>	<p>12 Offer of competing capacity products</p> <p>13 Allocation of incremental capacity</p> <p>14 Surrender of capacity</p> <p>15 Buyback of capacity</p> <p>16 REMIT reporting obligations</p> <p>17 Interoperability and data exchange obligations</p> <p>18 Avoidance of cross-subsidies between network users</p> <p><b>National regulation</b></p> <p>19 Assignment to balancing groups (DE)</p> <p>20 Support for capacity upgrade services (DE)</p> <p>21 Use of protocol AS4 and data format Edig@sXML (PL)</p> <p>22 Anonymity of all trading procedures (DE, best practice)</p>

### 1. Please confirm that these legal requirements are still relevant.

All are still relevant

Only some are relevant (Please mark only those numbers that you consider no longer relevant, using the table above.)

- No 21 - As stated in the previous public workshop, the implementation of AS4 and Edig@sXML is not a legal national requirement, only a recommendation from NC INT.

The following are missing. (Please specify which legal requirements are missing, including the legal text from which the requirement follows)

#### No 23 Transfer of registration information to market area manager

Based on the German Gas Network Access Regulation (GasNZV) Article 6 Sec. 2 in conjunction with Article 35 Sec 1 of the Cooperation Agreement between the Operators of Gas Supply Networks, the platform operator is obliged to transfer the registration information of the shipper, who is registered on the platform, to the market area manager. Usually a specially installed communication interface is used for the transfer of registration information.

- GasNZV Article 6 Sec 2

*“Bilanzkreisverantwortliche haben sich beim Marktgebietsverantwortlichen, in dessen Marktgebiet sie Bilanzkreisverträge abschließen wollen, zu registrieren, es sei denn, sie sind bereits als Transportkunde bei einem Netzbetreiber im jeweiligen Marktgebiet registriert. Der Marktgebietsverantwortliche kann für die Registrierung die Angabe der Anschrift des Bilanzkreisverantwortlichen oder eines Vertreters fordern.“*

- Article 35 Sec 1 of the Cooperation Agreement between the Operators of Gas Supply Networks

*“Der Marktgebietsverantwortliche nutzt die Registrierungsdaten, die ihm über die Kapazitätsbuchungsplattform weitergeleitet werden.“*

#### No 24 Acceptance of terms and condition of the transmission system operator as from the time the transport capacity is contracted.

This legal requirement is based on Article 19 Sec 4 of commission regulation (EU) 2017/459. Since the general terms and conditions (GT&C) of the German TSOs can change at least on annual basis, the shipper has to accept current GT&C during the capacity booking on the platform.

- Article 19 Sec 4 of commission regulation (EU) 2017/459

*“Adjacent transmission system operators shall jointly offer bundled capacity products, according to the following principles: (...)*

*4. network users shall comply with applicable terms and conditions of the transport contract(s) of the transmission system operators concerned as from the time the transport capacity is contracted;”*

#### No 25 Transparent publication of all relevant components of capacity tariffs, especially the market area conversion charge

This legal requirement is based on Article 19a Sec 1 of the German Energiewirtschaftsgesetz (EnWG) in conjunction with Article 10 Sec 7 of the Cooperation Agreement between the Operators of Gas Supply Networks. In addition to the regulated capacity charge, other fees as in particular the market area conversion charge applies in Germany. All these components of the capacity tariff should be transparent for the shipper on the platform.

- Article 19a Sec 1 EnWG

*“Stellt der Betreiber eines Gasversorgungsnetzes die in seinem Netz einzuhaltende Gasqualität auf Grund eines von einem oder mehreren Fernleitungsnetzbetreibern veranlassten und netztechnisch erforderlichen Umstellungsprozesses dauerhaft von L-Gas auf H-Gas um, hat er die notwendigen technischen Anpassungen der Netzanschlüsse, Kundenanlagen und Verbrauchsgeräte auf eigene Kosten vorzunehmen. Diese Kosten werden bis einschließlich 31. Dezember 2016 auf alle Gasversorgungsnetze innerhalb des Marktgebiets umgelegt, in dem das Gasversorgungsnetz liegt. Ab dem 1. Januar 2017 sind diese Kosten bundesweit auf alle Gasversorgungsnetze unabhängig vom Marktgebiet umzulegen.“*

- Article 10 Sec 7 of the Cooperation Agreement between the Operators of Gas Supply Networks

*“Die bundesweite Wälzung der Umstellungs-Gesamtkosten erfolgt über die Ausspeiseentgelte der Netzbetreiber. Die Fernleitungsnetzbetreiber verrechnen dabei ihre anfallenden Umstellungskosten mit etwaigen Erlösen aus der Marktraumumstellungsumlage (Verrechnung).”*

#### No 26 Possibility to offer other capacity products than firm and interruptible capacity

This legal requirement is based on Article 9 Sec 3 GasNZV. TSOs have to maximize firm capacity by offering different and multiple capacity products. Hence, TSOs must be able to offer several firm products at one IP on the platform. In the current draft of ordinance BK7-18-052 of German National Regulatory Authority, which has been consulted, the German Operators of Gas Supply Network would be entitled to offer conditional firm capacity products like bFZK and DZK.

- Article 9 Sec 3 GasNZV

*“Führt die Berechnung der Ein- und Ausspeisekapazitäten nach Absatz 1 und 2 zu dem Ergebnis, dass sie nicht in ausreichendem Maß frei zuordenbar angeboten werden können, haben Fernleitungsnetzbetreiber wirtschaftlich zumutbare Maßnahmen zu prüfen, die das Angebot frei zuordenbarer Kapazitäten erhöhen. Sie haben insbesondere folgende Maßnahmen in der nachstehenden Reihenfolge zu prüfen: (...) 2. das Angebot von Ein- und Ausspeisekapazitäten, die abweichend von § 8 Absatz 2 mit bestimmten Zuordnungsaufgaben verknüpft sind; diese Vorgaben sind so gering wie möglich zu halten“*

In Article 8 Sec 6 of the GasNZV the German Operators of Gas Supply Networks are obliged to conclude a cooperation agreement to guarantee a transparent, non-discriminatory and efficient gas transport between the network operators. This cooperation agreement is drawn up in consultation with the National Regulatory Authority and Appendix 1 of this agreement forms the basis for the General Terms and Conditions of the German Operators of Gas Supply Networks.

- Article 8 Sec 6 GasNZV

*“Zur Abwicklung netzübergreifender Transporte haben die Netzbetreiber eine Kooperationsvereinbarung abzuschließen, in der sie die Einzelheiten ihrer Zusammenarbeit regeln, die notwendig sind, um einen transparenten, diskriminierungsfreien, effizienten und massengeschäftstauglichen Netzzugang zu angemessenen Bedingungen zu gewähren.“*

The following national requirements are based on Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks.

#### No 27 Capacity surrender for Day-ahead capacity and surrender of capacity for the whole or a part of a capacity contract

This legal requirement is based on Article 16 Sec 1 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks. The commission regulation (EU) 2017/459 only foresees the capacity surrender for monthly, quarterly and yearly capacity products. In accordance with Article 16 Sec 1 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks the capacity surrender should be possible also for Day-ahead capacity.

- Article 16 Sec 1 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks

*“The shipper shall be entitled to surrender booked firm capacity in whole or in part, with respect to the booking period and quantity, to the transmission system operators via the joint booking platform (capacity booking platform) at any time up to 2 p.m. on the day before delivery day at the latest. Any subsequent primary use or secondary marketing of the surrendered capacities by the shipper is excluded, except as provided for in Paragraph 8 of this Section 16. “*

#### No 28 Transfer of registration form to shipper and shipper-user

This legal requirement is based on Article 2a Sec 1 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks.

- Article 2a Sec 1 of Appendix 1 the Cooperation Agreement between the Operators of Gas Supply Networks

*“The transmission system operator may request from the shipper a copy of its entry in the register of companies or, in the case of foreign shippers, equivalent documents to provide substantiation of authority to act on behalf of the company. The form provided via the capacity booking platform shall be completed and signed by a person or persons authorised to act on behalf of the shipper, in accordance with sentence 1 of this Paragraph 1.”*

#### No 29 Conversion of firm unbundled capacity into firm bundled capacity at interconnection point during the auction for firm annual, quarterly or monthly capacity products.

This legal requirement is based on Article 8 Sec 7 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks. The commission regulation (EU) 2017/459 foresees a process to convert firm unbundled capacity into firm bundled capacity at interconnection point. In accordance with Article 8 Sec 7 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks, this conversion process must be possible during the auction on the platform.

- Article 8 Sec 7 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks

*“Holders of firm unbundled capacity at market area interconnection points and cross border interconnection points may convert such capacity into firm bundled capacity*

*of the same capacity product within the auction of firm annual, quarterly or monthly capacity products at the respective market area interconnection point or cross border interconnection point.”*

### No 30 Credit Limit Check

This legal requirement is based on Article 36 Sec 7 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks. In justified cases the TSO may require the shipper to pay a reasonable deposit or to make an advance payment in accordance with Section 36a for all payment claims arising from the commercial relationship with the shipper. The Cooperation Agreement foresees the possibility that the TSO can restrict the shipper’s admission to the primary capacity platform in this context.

- Article 36 Sec 7 of Appendix 1 of the Cooperation Agreement between the Operators of Gas Supply Networks

*“The transmission system operator may restrict the shipper’s admission to the primary capacity platform in accordance with Section 2a so that the shipper can only book capacities up to the extent to which the total charge for the capacities requested correspond to the amount of the deposits made. It is possible at any time to adapt the extent of admission after the shipper has previously increased its deposit in accordance with the amended expected capacity.”*

2. For each of the three Booking Platform currently active in the EU, please mark the numbers of the legal requirements next to it, which in your view are not complied with.

#### GSA

- No 11 – According to [GSA Operators’ Manual](#) (Sec 7.6), there is only the possibility to create a bundle of one network point on one side of the border with only one network point on the other side of the border.
- No 19 – ONTRAS is not sure, weather the automated transfer of the balancing group assignment via special communication interface from the platform to the TSO can take place. The level of support for automated connections to the platform through web services might be lower at GSA than at PRISMA (also valid for legal requirement N.23).
- No 23 - 30 – Since the requirements under point 1 are further national requirements in Germany, ONTRAS is not convinced weather the GSA is able to fulfil these obligations. Therefore, ONTRAS recommends reviewing the functionalities of the platforms in very detail. For example, the capability to publish all in Germany relevant fees, like the capacity fee and the market area conversion charge. Furthermore, the shipper should accept the General Terms and Conditions of the network operator during each capacity booking process and not only during the registration at the platform. In addition, it should be possible to convert a duration of a capacity contract partially.

#### PRISMA

- Fully compliant (including legal requirements 23 – 30)

RBP

- No experience so far.

Please explain your answer.

## Annex 2 – Basic governance structure: a qualitative criterion assessed based on the written answers

Pursuant to Article 37(1) of the CAM NC, TSOs shall offer capacity by means of one or a limited number of joint web-based booking platforms. In doing so, TSOs can either operate such platforms **directly** or **via an agreed party** that, where necessary, **acts on their behalf** towards the network users. The TSOs, regardless of whether they are operating booking platforms or not, are subject **to respect transparency and non-discrimination**.

On 5 June 2018, the Agency undertook a public consultation related to the selection of a booking platform on the German-Polish border. According to the results of the public consultation, the governance structure is of relevance. In particular, the governance structure should enable the Booking Platform to adapt to the changing market needs and the changing regulatory framework, independently from the priorities of the individual TSO in which it is embedded.

According to the results of the public consultation a clear, transparent and adequate governance structure would allow for a transparent and non-discriminatory decision-making process, ensuring absence of control of one or more shareholders of the Booking Platform. The Agency is called to select a Booking Platform for a limited period (i.e. three years). The Agency will consider whether the measures proposed by the consultation are proportionate.

### Consultation questions:

1. **Please indicate the measures** that you consider necessary for the governance of the booking platforms to offer users transparent and non-discriminatory services, in the light of the application of Union and national competition and regulatory framework.

A governance structure is an essential and indispensable part of a booking platform to guarantee transparent and non-discriminatory platform operation without being controlled by one TSO.

#### **a) Equality and assuring of non-discrimination**

- **Clearly determined and documented decision-making process**  
All TSOs operating on a platform should have a right to participate in decision-making; this guarantees a high degree of independence from single TSOs. To our opinion, the situation when an owner of a platform solely makes the final decision on budget should be avoided. Moreover, a mechanism for handling conflicting/contradictory requests of TSOs should be established. Decisions that could be important are for example functionalities of the platform, decisions on IT and development budgets, IT development and maintenance plans.
- **Guaranteed implementation of legal requirements**  
Platform is obliged to implement all legal and regulatory European and national requirements of the TSO that use the platform.
- **Clear model on how to allocate future implementation and development costs to the TSO-users**  
It has to be clearly defined how future platform costs will be allocated to the TSO-users. This can be done by a specific contract, Articles of Association / Rules of procedure or something similar.

A platform, which is TSO-independent, is more transparent for all stakeholders. Costs and cost allocation are also transparent in such case. Costs are allocated where they arise and cannot be transferred to other payers or even end consumers.

- **Dedicated measures to ensure that the needs of every TSO connected to the platform are fulfilled in an equal way**

Fair procedure for processing of customers' requests. Ticket system with prioritization of tickets; defined response time according to ticket's priority.

## **b) Transparency**

- **Platform operator has to provide a transparent company and organizational structure**
  - o It is necessary to provide specific direct contact persons for the connected TSOs in order to reflect responsibilities clearly and to be able to address certain issues to the correct persons in charge.
  - o Working groups: to give the connected TSOs an opportunity to discuss in working groups the problematic issues in order to have an exchange of experience and lessons learned. It is crucial that a platform provides a plan of regular meetings defining which working groups to be established and how often they will meet. In our experience, more than one meeting per year (dedicated to implementation of new functionalities) is needed.
- Platform has to provide an annual audit report to prove, that it has implemented the processes in accordance with ISAE 3402. TSOs need this certificate of their platform provider for their own financial audit.

## **c) Continuous development, new requirements and maintenance**

- **Binding contractual rules and / or defined processes for the platform operator**
  - o To ensure continuous development according to technical standard.
  - o To ensure implementation of new regulatory obligations.
  - o To ensure maintenance of the platform.
- **Platform operator should prove that he has sufficient human resources for the development and maintenance of the platform**

By this, it should be possible to determine whether the platform is structurally capable of implementing these requirements.
- **IT development plan** in place.
- **Business plan** for the next 3 years available with an overview of the main cost factors like HR, hosting, IT-services etc.

2. Do you consider that the legislation implicitly requires a governance structure for the Booking Platforms to ensure-, **as a minimum**, that a dedicated budget and a dedicated independent management ensures autonomous decisions on Platform developments, IT developments and maintenance, based on the market needs?

YES

NO

Please explain your answer.

The TSOs are relying on a high quality of the provided service since Art. 37 NC CAM requires the TSOs to operate a booking platform. Therefore, sufficient influence of every TSO that offers capacity via a



respective booking platform on the platform it uses is essential and required by EU-law. Furthermore, in Art. 12 par. 1 of German Gas Network Access Regulation is stated that the TSOs have to bear the costs for implementing and operation of a platform and the TSOs are entitled to allocate these costs to the network charges. This means that the TSO is responsible for the appropriateness of the costs. Therefore, the necessity of sufficient influence of TSO on the quality of the platform services and the appropriateness of the cost - shortly an appropriate governance structure - is not only needed but also implicitly stated in legislation.

3. Are there other areas/aspects in which you consider that the Booking Platform should be independent from the TSO(s) in which it is embedded?

YES

NO

Please explain your answer.

If you answered in the affirmative, please enlist those areas/aspects in which you consider that the Booking Platform should be independent and/or autonomous from the TSO in which is embedded.

In general, every issue where a TSO, which is also platform operator, is involved in its both market roles is relevant. The TSO shall guarantee and prove the separation of roles and responsible persons and IT systems. This is especially relevant for the following topics:

- **Platform operator has to ensure separation of IT-systems of platform operator and TSO**  
The exchange of certain information should be possible only during certain periods of time in the process through interfaces.
- **Independent IT-administration for Platform and TSO**  
There must be different responsible persons for IT-administration for Platform and TSO Systems. If the same persons are responsible, there might arise a conflict of interests and task prioritisation. Furthermore, a responsible person may get an access to insider information. For example, the „Comfort bid“ function allows the platform IT-administrator to become aware of a tendency of market demand before the respective auction.
- **Independent REMIT organisation**  
There must be different responsible persons for REMIT obligations for Platform and TSO. If the same persons are responsible, there might arise a conflict of interests and task prioritisation. For example, there might be the case that the suspicious market behaviour of a TSO must be reported to ACER.
- **Independent user help desk**

There must be different responsible persons for the user help desk of the Platform and TSO. If the same persons are responsible, there is always a conflict of interests and task prioritisation.

4. Do you consider that the above-mentioned minimum set of measures would guarantee, by effect, a sufficient degree of independence to ensure the **transparent and non-discriminatory operation of a TSO-led booking platform** towards the network users?

YES

NO

Please explain your answer.

Please see our answers to questions 1 and 3.

5. Do you consider that **an agreed party acting on behalf of the TSOs** towards the network users as a booking platform should guarantee the same minimum set of conditions?

YES

NO

Please explain your answer. If you answered in the negative, please enlist those additional measures that the agreed party acting on behalf of the TSOs should establish to maintain its independence from the TSOs.

If an entity other than a TSO runs the capacity platform, this entity is only focussed on the platform business and the service for TSO and shippers. The separation of IT systems, roles of personnel and conflicts of interests are not relevant because it's a separate entity.

## Annex 3 – First stage selection criterion: minimum pass-mark IT requirements

### *PLATFORM's IT SELF-ASSESSMENT and IT AUDIT*

In order to enhance the IT assessment criteria for the booking platform assessment, the Agency proposes the **self-assessment principle** followed by a formal audit, performed by an experienced and certified auditor (with ISO 27000 standard family expertise), to confirm the results of the self-assessment of the respective booking platform. The focus of the IT self-assessment and the audit is to check that the principles of ISO 27000 standard series or the best practice in the information technology service management (ITSM) are covered by the platforms.

The Agency's proposed methodology assures that the methods and criteria for the IT assessment of booking platforms allow assessing if the platforms reach a common level in all the requested IT domains. The selfassessment avoids discriminating the solutions based on technical and non-technical details, and it favours the verification of existing IT principles, as implemented. The methodology is used by the Agency when providing IT services for its own needs and it has its own foundation on ISO/IEC international standards.

#### **Consultation questions:**

1. Please let the Agency know whether the domains presented below are:

- All relevant.
- Some are not relevant (Please explain which ones are not relevant and why not.)
  - a.178 is not relevant. In accordance with ENTSOG CNOT, the preferred data exchange solution for platforms is interactive. Therefore, based on Art. 21 sec.2 (c) of NC INT, the protocol HTTP/S should be used.
- The following critical domains are missing. (Please describe the missing domain clearly, with reference to existing IT standards. Explain as well why the missing domains are critical for the IT assessment of the platform.)
  - Platform availability (%)
  - Monitoring of the number of auctions: is the number of auctions being monitored by a platform? Is a platform immediately alerting TSOs if the auctions are missing?

From our point of view, there are some criterions that are not only beneficial but absolutely required for operating the platform. Hereinafter we listed the so-called “must-have” criterions. In practice, this could be a subset of the domains. To our opinion, if these criterions are not fulfilled by a platform, the conclusion of a Service Contract with such a platform seems to be not reasonable.

- a.17
- a.21
- a.25\*
- a.26
- a.30

- a.45
- a.50
- a.52
- a.58
- a.60
- a.64
- a.66
- a.67
- a.90
- a.94
- a.118
- a.143
- a.144
- a.150
- a.151
- a.152
- a.172
- a.173
- a.175
- a.180
- a.192
- a.197
- a.198

\* To our opinion, the Recovery Time Objective should not be higher than 3 hours.

Furthermore, from our point of view, some of criteria could be given higher scores to reflect their importance. We consider that the domain “Access Management” deserves 3-times higher scores than indicated in the table because access management is the most important aspect of a secure platform operation. We would suggest a similar increase for the criterions a.118, a.174, and a.186 since, to our opinion, these features cannot be equally weighted with the other characteristics.

In addition, we noticed that the listed domains are not supported by the measurement characteristics. We believe that some of criteria can be measured and therefore more precisely assessed. For example, the evaluation of the domain “Peak Service Load” should be supplemented by the parameters that reflect how fast the servers and the database can be scaled. Moreover, there should be an open question regarding the response time per transaction and the measurements allowing for evaluation of the quality of service.

## Annex 4 – Case Study, scored qualitative criteria

The candidates for the platform shall submit a detailed proposal in writing based on the case study presented below, with the assumption that the services are provided to TSOs for a period of three (3) years from the contract signature.

The case study does not commit the Agency or any other party to place a request for such a services. It is the Agency's intention to use the case study for assessing the current degree of the platforms ability of implementation of good practices in IT service management when including new points, namely Mallnow and GCP VIP. The case study is not part of the consultation: only the booking platforms will receive the case study in full. The Agency only share in the framework of this consultation the evaluation methods.

The booking platforms reaching the pass-mark for the IT self-assessment have to demonstrate how the booking platform can offer the basic implementation and improve functionalities **through continuous development, user friendliness, secure access, change management and data security and backup.**

The case study thus covers the project proposal of the booking platform. The Agency will evaluate the quality of the proposal:

### **Completeness**

The proposal for the case study should include all the requested information in detail. The scope of the case study should duly consider all constraints described.

### **Consistency**

The information provided should describe a workable and realistic project that could be implemented in practice with means staff, skills and contracts which are already available to your platform and which may deliver a reasonable and meaningful contribution to the project.

### **Robustness**

The proposal for the case study should be robust to allow adjustments in scope and in time, to properly prevent and mitigate for unexpected delays/issues in any phase of the project.

### **Relevance**

The proposal for the case study should be in line with the existing way of working of the platform, and shall consider the existing practices for governance and IT processes.

### **Efficiency**

In respect to efficiency, the proposal for the case study should be, as a minimum, in line with the constraints and delivered timely.

The scoring is at the discretion of the Agency. The booking platforms will be duly informed about the scoring methodology.

**Consultation question:**

1. Do you consider that the evaluation method outlined above, analysing completeness, consistency, robustness, relevance and efficiency of the case study proposal, is fit for the assessment on how the booking platforms improve functionalities **through continuous development, user friendliness, secure access, change management and data security and backup?**

YES

NO

Please explain your answer.

We consider that apart from the above-mentioned quality evaluation principles, the clear quality assessment criteria in the form of industry standards and thresholds should be applied and announced. The respective quality characteristics of a platform should be measured based on a measurement scale; the measurement scheme “yes”/”no” (e.g. 1/0) here will be not sufficient.

Furthermore from our point of view quality of services cannot be underestimated. The case study may show that the quality of services of one applicant is slightly lower than the quality of services of another applicant. Such slight difference is critical since it can threaten the capacity marketing processes. As a result, in case of a capacity marketing interruption, the liability of a platform to compensate the damages can be much higher than the difference in the price for the platform services. Another argument is that a lower quality may decrease the number of transactions via platform due to e.g. malfunctioning of the user support. Therefore, we consider that the price-quality ratio of 40%/60% might lead to a false result of the evaluation. To our mind, a ratio of 10% price and 90% quality will lead to a plausible result.

It is also important to assess the process to implement new features. Such implementation of additional functionalities causes not only additional costs for the implementation, but also requires a big input of the ordering party (TSO) and consumes its resources. As some new obligations have to be implemented in a short time, the ability of a platform to react and make suggestions how to implement such requirements in due time is crucial.

As we have already addressed the point regarding the liability of the platform, we would like to note that the availability of the financial insurances taken up to cover platform's liability of lost revenue of platform users through platform failure should be also scored.

Another important characteristic of a platform in our point of view is the number of TSOs using the platform. A platform with a huge number of TSOs is more attractive for shippers: functionalities are well known to users, all processes are standardized, and the shippers have an easier access to capacities since only one registration and login are necessary.

Last but not least, screenshots of functionalities are not sufficient to prove if a platform fulfils a requirement. Platforms have to provide detailed interface specifications for all requirements and to prove the availability and the degree of completion of a functionality.