

Public consultation on the introduction of voluntary templates for Power Purchase Agreement contracts in the EU energy market.

Fields marked with * are mandatory.

Introduction

[The EU Regulation to improve the Union's Electricity Market Design \(EMD\)](#), which has been adopted by the Council of the EU on 21 May 2024, contains a new article on power purchase agreements (PPAs) on removing barriers for PPAs in pursuit of the EU's decarbonisation goals.

The Regulation mandates ACER with new tasks on Power Purchase Agreements (PPAs), namely:

1.A - Assessment on the need to have voluntary templates for PPA contracts;

Art 19b (2): *"By ... [three months from the date of entry into force of this amending Regulation], ACER shall assess, in close coordination with the relevant institutions and stakeholders, the need to develop and issue voluntary templates for PPAs, adapted to the needs of the different categories of counterparties."*

1.B - Development of voluntary templates for PPAs, if needed;

Art 19b (2): *"Where the assessment concludes that there is a need to develop and issue such voluntary templates for PPAs, ACER, together with the NEMOs, and after consulting the relevant stakeholders, shall develop such templates, taking into account the following:*

- I. the use of those contract templates shall be voluntary for the contracting parties;*
- II. the contract templates shall, inter alia;*
 - a) offer a variety of contract durations;*
 - b) provide a variety of price formulas;*
 - c) consider the offtaker's load profile and the generator's generation profile."*

2 - Annual assessment on the PPA market: how PPAs impact barriers to market integration

Art 19b(1): *"ACER shall publish an annual assessment on the PPA market at Union and Member State level as part of its annual report published pursuant to Article 15(2) of Regulation (EU) 2019/942."*

Objective

As ACER's assessment of the need to have voluntary templates for PPA contracts must reflect the needs of the different parties involved, it is key that this is done in close coordination with relevant institutions and

stakeholders.

ACER therefore runs this public consultation to gather input from interested stakeholders and ensure an informed and inclusive decision-making process.

As a follow up, ACER will evaluate the feedback received in the consultation and the conclusions reached by the consultative expert group established in May 2024.

If the assessment (expected in Autumn 2024) highlights the need to develop templates for PPA contracts, ACER, together with all Nominated Electricity Market Operators (NEMOs), after consulting the relevant stakeholders, will start the process in Winter 2024.

Target group

This consultation is addressed to all interested stakeholders, including but not limited to: developers, offtakers, utility companies, sector associations, NEMOs, TSOs, business and legal advisors, academics, etc.

Contact and deadline

The contact point for this consultation is: PPA.assessment@acer.europa.eu.

All interested stakeholders are invited to submit their comments by **18 July 2024, 17:00 (CET)**.

Data protection

ACER will process personal data of the respondents in accordance with [Regulation \(EU\) 2018/1725](#), taking into account that this processing is necessary for performing ACER's consultation tasks.

More information on data protection is available in ACER's [data protection notice](#) and on [ACER's website](#).

ACER will not publish personal data.

Please confirm that you have read [the Data Protection Notice](#)

Confidentiality

Following this consultation, ACER will make public:

- the number of responses received;
- company names, unless they should be considered as confidential;
- all non-confidential responses; and
- ACER's evaluation of responses. In the evaluation, ACER may link responses to specific respondents or groups of respondents.

You may request that the name of your company or any information provided in your response is treated as confidential. To this aim, you need to explicitly indicate whether your response contains confidential information.

You will be asked this question at the end of the survey.

I have read the information provided in this section.

How to navigate through the survey

When providing your input to the questionnaire, please consider the following guidance:

Stakeholder Identification

At the next step, you will be asked to identify the type of stakeholder you represent, categorized as follows:

Group 1: Market Participants (e.g. offtaker/corporate energy buyer, developer, utility company, etc.)

Group 2: Entities Supporting Market Participants (e.g. advisory, trade association, legal service, etc.)

Group 3: Other Relevant Stakeholders (e.g. NEMO, TSO, DSO, academia, think tank, etc.)

Based on your role in the market, you will be asked tailored questions.

Definitions and Clarifications

For the purpose of this public consultation, ACER is using the definition of Power Purchase Agreements (PPAs) included in the Electricity Market Design Reform, which states that:

“Power Purchase Agreement” or “PPA” means a contract under which a natural or legal person agrees to purchase electricity from an electricity producer on a market basis.“

Throughout the survey, **“existing voluntary template PPA contracts”** hereafter referred to as ‘existing voluntary templates’ refer to the industry associations PPA contract templates (e.g., EFET, ISDA), and national ones. Such contract templates are freely available to interested parties willing to enter a PPA agreement. **“In-house templates”** refers to those templates created and developed internally by companies and not available to the public.

Providing Comprehensive Feedback

Please support your responses with arguments. ACER’s final assessment will be based on the provided reasoning, helping us to better understand the current market needs.

Need Assistance?

We appreciate your participation and effort in this consultation. If you have any questions or require assistance, please contact our team.

Your detailed and well-reasoned feedback is crucial for us to accurately assess the market's needs. Thank you for your valuable contribution.

Respondent's data

* Country

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czechia
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- Iceland
- Norway
- Switzerland
- United Kingdom
- Other

* Company's name

50 character(s) maximum

* Email address

This information will not be published.

* Area of business

- Developer
- Utility Company
- Trader
- Off-taker
- Legal Service
- Advisory
- Transmission
- Distribution
- NEMO
- Portfolio Manager
- Academia
- Think tank
- Other

* In which of the following categories would you identify your area of business?

- Group 1: Market participants** (e.g. offtaker/corporate energy buyer, developer, utility company, etc.)
- Group 2: Entities supporting market participants for PPA business-related topics** (e.g. advisory, legal services, trade association, bank, etc.)
- Group 3: Other relevant stakeholders** (e.g. NEMO, TSO, DSO, academia, think tank, etc.)

Consultation questions - Module A

Have you ever signed a PPA or are you currently in the process of negotiating a PPA?

- Yes.
- No.

What is the order of magnitude of energy contracted (bought and sold) through PPAs over all PPAs and added up over a year (estimated average or last year)?

This information will not be published.

- Up to 10 GWh
- Up to 600 GWh
- Above 600 GWh

Have you ever used (e.g. applied it with minor/major changes, used only for educational purposes, etc.) an existing voluntary PPA template contract?

Please recall the following: “**existing voluntary templates**” refer to the industries associations templates (e.g., EFET, ISDA), and national ones. Such templates are freely available to interested parties willing to enter a PPA agreement. “**In-house templates**” refer to those templates created and developed internally by companies and not available to the public.

- Yes.
- No.

Has the status (in terms of quality, availability, language, content, etc.) of existing voluntary templates acted as a major barrier for concluding a PPA?

- Yes.
- No.

How have you used an existing voluntary template PPA contract?

- I, with my contracting party, have signed a template PPA contract with minimal adaptation to my project.
- I, with my contracting party, have used selected clauses from a template PPA contract.
- I, with my contracting party, have heavily edited a template contract in order to finalise the PPA.
- I, with my contracting party, used the existing voluntary template PPA contract(s) only for educational purposes. Such information was a valuable input for developing an in-house term sheet and/or PPA template.

Why have you not used an existing voluntary template PPA contract?

- Too complicated to use.
- The specificities of the project are bespoke, and it is easier to develop ad-hoc material or to use previously signed contracts for reference (i.e. in-house templates).
- I did not know where to start, did not know there are template contracts or did not have the right in-house legal resources.
- The voluntary template PPA contracts on the market today do not reflect the current or evolving state of the PPA market.
- Other reasons, please specify.

Other reasons, please specify.

400 character(s) maximum

Consultation questions - Module B

You are kindly invited to state your position on the following statements:

	Strongly disagree	Disagree	Neutral	Agree	Strongly agree
If there were more availability of, or adaptations of existing voluntary template PPA contracts, it would be easier for market participants to sign a PPA contract.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Existing voluntary template PPA contracts reduce market participants' costs for signing PPA contracts (e.g. legal-wise, commercial-wise, business-wise, etc.).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Existing voluntary template PPA contracts suit all market participants willing to sign a PPA contract.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
It is possible to develop a single template contract which suits the needs of all potential parties of a PPA.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Existing voluntary template PPA contracts are sufficiently kept up-to-date to represent the evolution of electricity markets.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Based on your experience with the existing voluntary template(s), what do you believe is the most critical issue/difficulty and what mitigation strategy would you suggest to address it?

- Select this option to provide your written input.
- Skip - If you had no experience with voluntary templates, please skip this question.

Please provide your written input

750 character(s) maximum

Consultation questions - Module C

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

- Yes, market platforms already trade PPAs where possible.
- Yes, it is possible to create a template contract for an off-the-shelf PPA product.
- Yes, but this should always be voluntary because bespoke negotiated PPAs must always be an option for market participants.
- No, PPAs are very difficult to standardise.

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

- Yes.
- No.

Would you find beneficial, in terms of further unlocking the PPA market, to have additional voluntary template(s) developed by ACER together with the Nominated Electricity Market Operators (NEMOs), after consulting the relevant stakeholders, taking into account the following:

- "(a) the use of those contract templates shall be voluntary for the contracting parties;*
- (b) the contract templates shall, inter alia:*

(i) offer a variety of contract durations;

(ii) provide a variety of price formulas;

(iii) consider the offtaker's load profile and the generator's generation profile" ?

- "Yes" - There is the need to establish and develop ACER's voluntary templates for PPAs.
- "Yes, and ..." - There is the need to establish and develop ACER's voluntary templates for PPAs. Moreover, it would be beneficial to have additional actions (e.g. ACER to collect market participants input and issue recommendation(s)/best practice(s) on what a good template should look like; periodic workshops for knowledge sharing purposes; ACER to draft voluntary plug-in legal clauses for the already existing templates).
- "No" - There is no need to establish and develop ACER's voluntary templates for PPAs.
- "No, but ..." - There is no need to establish and develop ACER's voluntary templates for PPAs. However, it would be beneficial to have additional actions (e.g. ACER to collect market participants input and issue recommendation(s)/best practice(s) on what a good template should look like; periodic workshops for knowledge sharing purposes; ACER to draft voluntary plug-in legal clauses for the already existing templates).

Since you believe that the status of existing voluntary templates does not constitute a barrier for further unlocking the PPA market, would you find it beneficial to have other actions, such as:

- Periodic workshops for knowledge sharing purposes, jointly organized with key-stakeholders (e.g. EFET).
- Regular updates of existing templates to fit the evolving market's needs.
- Other template(s)-related suggestions, please specify.

Please provide your input.

200 character(s) maximum

Please state your preference(s):

- ACER to collect market participants input and issue recommendation(s)/best practice(s) on what a good template should look like.
- Periodic workshops for knowledge sharing purposes.
- ACER to draft voluntary plug-in legal clauses for the already existing templates.

General comment

You are kindly invited to share your views on the topic.

1250 character(s) maximum

Confidentiality question

* Does your response contain confidential information?

- Yes.
- No.

If your response contains confidential information, you have to claim confidentiality according to Article 9 of [ACER's Rules of Procedure](#).

How to do it:

1. download a PDF version of your response (see upper right corner of the page);
2. redact confidential information and provide descriptions* of the deleted information (e.g. use a PDF editor or print out your response and manually replace confidential information with descriptions);
3. upload the redacted (i.e. non-confidential) version of your response;
4. upload a separate document where you:
 - clearly identify which persons/undertakings should not have access to the deleted information;
 - provide reasons why the persons/undertakings should not have access to the information;

* Your descriptions of the deleted information must enable any party concerned with access to the file to determine whether:

- the information deleted is likely to be relevant to their defence; and
- there are sufficient grounds to request ACER to grant access to the information claimed to be confidential.

Please upload a redacted (i.e. non-confidential) version of your response:

The maximum file size is 1 MB. If your file is bigger, please send it to PPA.assessment@acer.europa.eu

Please upload a separate document with the information listed in point 4 above:

The maximum file size is 1 MB. If your file is bigger, please send it to PPA.assessment@acer.europa.eu

ACER will assess your confidentiality claim(s) in accordance with Article 9 of [ACER's Rules of Procedure](#).

If you do not comply with the above requirements, we may:

- assume that your answers do not contain confidential information and that you have no objections to the disclosure of your response in its entirety; or
- disregard your entire response because of non-compliance with the procedural requirements for confidentiality claims.

I have read the information provided in this section and Article 9 of [ACER's Rules of Procedure](#).