Stakeholder	Commented text	Comment content	Page	Article	Feedback/Changes
ACER	CONTENTS	LOW - Wrong headline after Art 48	2	0	formatting issue - accepted
ACER	GENERAL PROVISIONS	HIGH - The list of the concerned borders should be explicitly written in the EU HAR.	6	1	List of the concerned borders will be included in the HAR
EFET		proposal to included buy back	6	1	ENTSO-E produced a separate paper presenting its position on buy back process. Given the ongoing discussion on the topic it is not in HAR scope.
Article 2	**Definitions are aligned to the existing legislation in particular to CACM and to draft of FCA NC (ENTSO-E April 2014)**				
ACER	from time to time **(definition Affiliate)**	LOW - "From time to from" is too vague. This should be reworded.	6	2	HAR DT will take a look to that definition again and reconsider for the next release of the HAR
ACER	either the responsible TSO(s) at the respective Bidding-Zone border(s) or an entity appointed by them to act as an Allocation Platform on their behalf and on its own name it being **(definition Allocation Platform)**	MEDIUM - To be consistent with the deletion proposed in Article 3.2 and to ensure that the definition of Force Majeure applies not only to the Allocation Platform(s) or the Registered Participants but also to the TSOs facing this type of event and consequently curtailing.	6	2	Modification will be included as proposed but it means no compliance with NC FCA definition to be noted down for NC FCA (pre)comitology
ACER	Allocation Constraints means the constraints to be respected during Cross Zonal Capacity allocation to maintain the transmission system within operational security limits and have not been translated into Cross Zonal Capacity or that are needed to increase the efficiency of Capacity Allocation	MEDIUM - See further comments on Allocation Constraints: this term shall be replaced with "transmission losses". Therefore, this definition may not be needed.	6	2	Comment of ACER is in line with past discussions on NC FCA, reference to Allocation Constraints to be removed from the main body of the HAR. Nevertheless for Irish interconnectors this will create a problem and will be solved in a border specific annex.
EURELECTRIC	Definitions and interpretation	In general, the definitions in this chapter should be improved.It is also important that those definitions are consistent with the definitions in the NC FCA. As already mentioned in the framework of the NC FCA discussions and as reiterated in our key message document attached, we believe the notion of "Long Term Firmness Deadline" separating a first period from a second period where rights would be "more firm" seems inadequate. There should not be different deadlines for firmness as it is contrary to the Framework Guidelines which specify that "Capacities shall be firm".	6	2	The wording follows NC FCA and existing legislation
ACER	as a result of Capacity Allocation **(definition Congestion Income)**	LOW - To be specified by whom	7	2	It is in line with CACM thus for consistency reason change is not needed
EURELECTRIC	Day Ahead Firmness Deadline means the point in time after which Cross Zonal Capacity becomes firm	The allocation becomes firm. Improve	7	2	It is in line with CACM thus for consistency reason change is not needed
EURELECTRIC	must act in an expeditious manner **(definition Emergency situation)**	Please improve. See article 56 comments.	7	2	it is in line with Regulation 714/2009, thus for consistency reason change is not needed
ACER	a Physical Transmission Right acquired in the Forward Capacity Allocation	HIGH - We understand that the definition currently refers only to PTRs since the 1st draft EU HAR only deal with this type of products. But once the EU HAR also cover FTRs, the definition will have to be updated.	8	2	HAR DT recommends to include FTRs - internal approval process is being launched
ACER	the price determined at particular Auction to be paid by all the Registered Participants for each MW and hour of acquired Long Term Transmission Right	LOW / question to ENTSO-E - Shouldn't this be the definition of the "auction price"? Or alternatively, we could write here directly the definition provided in Art 35.	8	2	This approached follows the the NC FCA which also refers to marginal price (although not defined there). For consistency reason it is not modified
EURELECTRIC	a defined point	Purpose? + see concerns in comment CR1 and also in the attached "key issues" document	8	2	It is in line with FCA thus for consistency reason change is not needed
EURELECTRIC	measure activated by one or several system operators by altering the generation and/or load pattern in order to change physical flows in the transmission system and relieve a physical congestion; **(definition Redispatching)**	Maybe it should add to zero and have no associated remuneration. All measures activated by TSOs change the generation patterns. Please be more precise.	8	2	It is in line with Regulation 543/2013 thus for consistency reason change is not needed
ACER	between geographic areas **(defition Scheduled Exchange)**	LOW / question to ENTSO-E - Clarification, for the purpose of these rules does it refer to "bidding zones"?	9	2	It is in line with CACM thus for consistency reason change is not needed
ACER	System Security	MEDIUM / to be discussed with ENTSO-E - A more specific definition, like Alert state on SO NC, would be welcomed.	9	2	Definition will be reconsidered and depending on the outcome will be updated for the next version of the HAR
ACER	Transmission System Operator (TSO)	LOW / question to ENTSO-E - Do we need this? (this definition is included in the Directive 2009/72)	9	2	For the sake of readability terms are also introduced from binding regulations but only for the purpose of making the HAR more easier to read (no need to look for definitions in biding legislation)
EURELECTRIC	document **(defition Rights Document)**	Product	9	2	Explained during HAR SAG - refers to the terms and definition of data file exchanged according to ENTSO-E ECAN standard and its implementation guide
ACER	it may shall do so	LOW - In order to ensure that information is available on one of these two options.	10	2	Comment accepted - HAR updated
ACER	Definitions and interpretation	HIGH / to be checked with ENTSO-E - Are definitions checked for consistency with existing legislation (CACM)?	6	2	Definitions have been checked for consistency with existing legislation and will be cross-checked again during the drafting of the HAR
ACER	Unless the text of these Allocation Rules otherwise requires	MEDIUM - Why would ENTSO-E need to use one of the defined terms with a different meaning later on in the Allocation Rules?	6	2	Comment accepted - HAR updated
ACER	and may be either the responsible TSO(s) at the respective Bidding Zone border(s) or an entity appointed by them to act as an Allocation Platform on their behalf and on its own name	MEDIUM - Initial wording unclear. This text has been reused in the definition of "Allocation platform".	10	3	Comment accepted - HAR updated
Article 4	**Borders specific annexes are not transitional as there could be some of them in force with no time limit, this does not mean no harmonization effort would be done. NRAs have right to request amendment given by legislation therefore it is not needed/reason to include this to the HAR.**				
ACER	as approved by the relevant National Regulatory Authorities	HIGH - Please include a paragraph to require that TSOs that are concerned by border specific annexes shall periodically or on their NRAs' request propose amendments to these annexes, to make sure that progressively the "volume" of annexes is decreasing.	10	4	It seems to be out of the scope of the HAR. NRAs have right to request amendment of HAR/annexes based on NC FCA . As a result there is no need to regulate this in HAR which would be duplication.

EURELECTRIC	Regional specificities	Harmonization is the key goal for a well-functioning energy market, we suggest to limit the scope of this provision. European Commission should guarantee that this is not an obstacle for competition and internal energy market development. This provision shall only be active for a limited period of time and then the regional market shall harmonize with the rest of markets.	10	4	European Commission has an important role in makesing sure the energy market is well-functioning, they achieve the mentioned goals via regulations in which assign the respective mandate to NRAs/ACER. Accordingly, there is no need to give such explicit power in the HAR to the EU Commission
EFET	Regional specificitiesmay be introduced for one or more Bidding Zone borders. Such Regional specificities shall be attached as annexes to these Allocation Rules as approved by the relevant National Regulatory Authorities.If there is an inconsistency between any of the provisions in the main body of these Allocation Rules and the border specific annexes, the provisions in the annexes shall prevail.	I think this should be part of "Transitional Arrangements" title. The same logic is also in the Network Code. We don't think that there should be regional specificities as integrated part of the enduring rules. The objective in medium and long term should be full harmonization.	10	4	While the objective of the TSOs is to harmonise the relevant rules as much as possible , there might be still regional specificities required without any time limit to make the market flexible and relflect the regional solutions- e.g. Products, single interconnector etc. Inclusion of regional specificities, even as non-transitional arrangement, is in line with NC FCA.
Article 5	**Alignment with amendment of HAR introduced. To be clarified if HAR should apply to LTRs allocated before HAR comes into force but with delivery period after - we consider appropraite to avoid also delay in implementation.**				
ACER	Unless expressly stated otherwise by the regional or local allocation rules these Allocation Rules shall govern all rights and obligations in connection with Long Term Transmission Rights acquired before the entry into force of these Allocation Rules	HIGH / to be discussed with ENTSO-E to understand the purpose of this Article - This article does not seem to be legal proof.Possible way out: to link the application of the HAR to the application period of LT TR (e.g. physical delivery for PTR)?	10	5	Amended to clarify that it is similar to amendment of HAR
ACER	international	LOW - European	10	5	Comment accepted
EURELECTRIC	Effective date and application	Would welcome insight into the expected commencement date of these rules. As they will replace the 'previous regional or local allocation rules' sufficient notice of the date should be given and their entry into force should not impact transmission rights purchased previous to this date delivery of which might be for after the entry into force date. The impact, if any, of these rules on those borders implementing FTRs as opposed to PTRs should be clarified by ENTSOE – is an eventual shift towards PTRs expected on all borders which appears contrary to the Framework Guidelines which provides that capacity shall be allocated through explicit auctions in a form of Physical or Financial Transmission Rights or are separate rules expected for FTR allocation?	10	5	Discussed together with comment of ACER - HAR DT to reconsider the approach. For the time being and until more appropriate solution is found, the one proposed seems to be the most practical.
EFET	These Allocation Rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in legislation or any action by competent authorities at national or international level which have an effect on these Allocation Rules and/or their annexes then, notwithstanding any other provision of these Allocation Rules, the Allocation Rules shall be amended accordingly and, where possible, pursuant to Article 67.	Is this para necessary here?Should be integrated in Article 67.	10	5	It is correctly located - this aspect to be highlighted.
Article 6 - 17	**Minor issues - explanations for/by stakeholders to be presented**				
EFET	entering into a separate financial agreement where needed.	???	11	6	concept of financial agreement explained during HAR SAG to the members and was understood
EFET	Market participants willing to participate only in transfer of Long Term Transmission Rights are not obliged to fulfil the requirements of paragraph (b)(ii) and (b)(iii) of this Article.	???	11	6	to explained during HAR SAG that for registering only for the purpose of transfering LTRs less requirements need to be fulfilled
EFET		together with all duly completed information and documents required by these Allocation Rules proposed to be deleted	11	7	clarified with EFET, HAR amendment to be considered
ACER	Nothing in these Allocation Rules shall prevent the Allocation Platform and the Registered Participant from agreeing in the Participation Agreement additional rules about their rights and obligations, not regulated by these Allocation Rules, including but not limited to the participation in day-ahead Explicit Allocation or any fall-back process for day-ahead Implicit Allocation.	MEDIUM / question to ENTSO-E - How is it ensured that this paragraph does not allow discrimination between Registered Participants? In addition, is this paragraph needed to agree on additional rules?	12	8	This approach is taken for convenience of market participants - text amendment introduced to further clarify this issue.
EFET	if the market participant is a legal person	?	12	9	registered participant can be other than legal person allowing more market participants to enter to the LTR market
EFET		proposal to add reference to commercial contact person	13	9	Comment accepted
EFET	Declaration for participation in transfer only, With the submission of the information in accordance with Article 9, the market participant shall declare to the Allocation Platform whether it intends to participate in transfer of Long Term Transmission Rights only. In such a case, it shall not be entitled to participate in any Auction.	Not sure I understand this!???	13	11	concept explained during the HAR SAG and understood
EFET	Dedicated Business Account, With the submission of the information in accordance with Article 9, the market participant shall declare to the Allocation Platform whether it intends to open a dedicated Business Account for the purposes of credit cover and payments in the framework of Article 64 paragraphs 8 and 9.	This is also not clear! How will these work?	14	13	concept explained during the HAR SAG and understood
ACER	where required by the Allocation Platform	LOW - This could be deleted as to limit any discrimination between registered participants.	14	15	Comment accepted
EFET	The Allocation Platform may develop and publish further standard financial agreement to be concluded with the Registered Participants where required by the Allocation Platform. The financial agreement may include provisions to enable joint credit cover for long term and other processes organized by the Allocation Platform in accordance with the Participation Agreement, as long as this separate financial agreement complies with these Allocation Rules.	Again something that needs to be more detailed!	14	15	concept explained during the HAR SAG and understood
EFET		proposed to delete "all"		16	Comment accepted
ACER	ensure that it complies	MEDIUM - "Shall ensure that it complies" is not legally robust	15	16	wording is correct - if necessary to be clarified
EFET		all to be deleted	15	16	Comment accepted
EFET		proposed to delete "claim"		17	text will be reconsidered to avoid confusion - no impact to right for compensation of return.
Article 18	**Termination for serious reasons ?**				

EURELECTRIC	the Allocation Platform has previously terminated a Participation Agreement with the applicant as a result of a breach of the Participation Agreement by the Registered Participant; or	the ability of the Allocation Platform to refuse applications where it has previously terminated a Participant Agreement due to the applicant's previous breach of the Agreement seems extreme – there should be reasonable and just cause to assume a reoccurrence of a breach not a blanket right to refuse the application due to previous (potentially since rectified) actions.	15	18	text will be reconsidered to increase clarity on purpose and situations when registration can be rejected
EFET	Credit Limit shall always be greater than zero.	We don't see the logic of this. In theory market participant i participating on an auction with zero priced bids and is allocated capacity at zero price, there is no need for credit limit, i.e. it's limit would be zero.	16	19	Comment accepted - HAR updated
Article 21	**Level or rating - EFET/EURELECTRIC to explain their comments, other minor wording adjustments**				
EURELECTRIC	the bank issuing the Bank Guarantee or the financial group it belongs to shall have a long term credit rating of not less than A by Standard and Poor's Corporation, A by Fitch or A2 by Moody's Investors Service Inc. If the issuing bank or the financial group, the issuing bank belongs to ceases to have the required long term credit rating, the Registered Participant shall within two (2) Working Days submit to the Allocation Platform a substitute Bank Guarantee by a bank complying with the required long term credit rating or replace the Bank Guarantee by deposit.	The rating criteria for bank guarantees is too restrictive. The requirement for the guarantor bank to have such high credit ratings as A (S&P; Fitch) or A2 (Moody's) may limit the range of banks useable by parties which might exclude smaller market participants. Those banks that parties can use to provide credit cover in their national energy markets/ currently for interconnector trading, should be considered as qualifying banks. Also a 2 WD turnaround for a participant to submit a substitute Bank Guarantee or deposit if the initial bank's credit rating falls too low is too short considering how long it might take to obtain another bank letter of credit/ the required level of deposit.	17	21	It seems necessary to keep this level of required rating as not only the rating of the of bank but also of the financial group to which the bank belongs is accepted there should be in each country banks which can issue the bank guarantee with required rating. Further opinions and references to comparable standards in other businesses are welcome during the public consultation but the HAR DT is to further consider alternative options
EFET	the bank issuing the Bank Guarantee or the financial group it belongs to shall have a long term credit rating of not less than A by Standard and Poor's Corporation, A by Fitch or A2 by Moody's Investors Service Inc.	Too	17	21	see feedback to EURELECTRIC on the same issue above
EFET	the Allocation Platform's bank account, as specified on the website of the Allocation Platform;	Is this really required?	17	21	it is required / standard content
ACER	may	LOW / question to ENTSO-E - May or shall? This list of requirements is not exhaustive?	18	21	Comment accepted
ACER	, and that it accepts the Bank Guarantee as credit cover	LOW - Circular logic: one of the conditions for acceptation is that it is accepted. This should be deleted or reworded.	18	21	provision to be reworded based on the comment
EFET		Bank Guarantees delivered after this deadline may be accepted provided the Allocation Platform can process it and is able to update the credit limit of market participant in line with such guarantee. To be added	18	21	It late delivered documents were accepted, there would be room for discrimination. That is why same deadlines need to be respected by each Registered Participant
Article 22 -23	**Validity period to be explained. 1 or 2/12 is already in**				
EFET	for products with a duration of more than one month, until at least sixty (60) days after the end of each next calendar month covered by the Product Period; for products with a duration of one month or less, until at least sixty (60) days after the end of the Product Period.	Validity timeframe is unnecessarily too long. for products with a duration of more than one month, from the associated auction until the end of the Product Period; for products with a duration of one month or less, from the associated auction until the end of the Product Period.	18	22	explanation provided on the approach of the HAR, EFET would prefer to fix the validity to due date of invoice or to shorten in other way the required validity period.
EFET	Credit Limit	Article should contain details of how the credit limit is calculated. This should be the value of the bids for one month. If it is a yearly auction it is 1/12. After the auction results are available the credit limit required is the value of capacity rather then value of bids	18	23	Information requested by EFET is specified in Article 34 (c) and 63 (5). Reference to the respective Articles are introduced to ensure it is easier to find this information.
ACER	n increase of the credit cover in form of a Bank Guarantee	LOW / question to ENTSO-E - Also for cash deposits?	19	24	Increase of deposit does not require any request/notice that is why there is no need for changes in the text
Article 28	**Auction calendar - due to different products offered whichever deadline is proposed it might be insufficient for respective product (products shorter than one month might require shorter period than products as yearly or multiyearly)**				
ACER	reasonably in advance	MEDIUM - Too vague. The HAR shall set a maximum deadline	21	27	Wording to be reconsidered, to provide reasonable period. It seems to be complicated due to different concepts for auctions organization (multiyearly products, early vers. Late auctions). Focus is on the standard products (yearly/monthly).
Article 29-36	**Minor issues - to be briefly presented**				
ACER	the Bidding Period	LOW - Definition of minimum bidding period necessary?	22	29	Possibility to introduce minimum bidding period to be assessed.
ACER	Not earlier than four (4) hours after publication of the provisional Auction Specification	MEDIUM - This constitutes a minimum. A maximum shall also be set.	22	29	Setting a maximum for this deadline is not necessary and not helpful for market participants
EFET	type of Long Term Transmission Rights (e.g. PTRs with UIOSI);	In all case the rights should be with the option UIOSI.	22	29	The comment is correct saying that UIOSI goes together with PTR, however, as also requested by ACER this needs to be highlighted
EFET	validated splitting	What does this mean?	22	29	the concept is from the NC FCA - there needs to be a methogolody developed by TSOs and approved by NRAs which specifies how the available capacity is shared between different long term timeframe
ACER		greated than added	23	31	Comment accepted
ACER	the relevant Offered Capacity	LOW / question to ENTSO-E - What is the relevant Offered Capacity? Is it the capacity announced after the bid submission as in Article 31.4 or as defined in Article 29?	24	33	comment accepted - HAR updated - refer to **final** Offered capacity
ACER	As soon as possible after the publication of the provisional Auction results	LOW - ENTSO-E could specify the maximum deadline for such a publication: "and no later than…"	28	36	comment accepted - HAR updated - maximum time period specified
Article 37	**Is there a specific proposal for the contestation period shortening by stakeholders?**				
EURELECTRIC	At the end of the fourth (4) Working Day	This is quite a long time, even though the rejection of the results very seldom happen.	29	37	Discussed during HAR SAG, period seems to be reasonable considering the time needed for both the registered participants and for the allocation platform to decide whether contestation is necessary
Article 38	**Return for other than base product enabled, in case of reduction periods this would even increase the number of products with the reduction period and their complexity therefore HAR DT not in favour of it.**				

EURELECTRIC	constant band	This prescription seems too rigid. In case a yearly LTTR contains a Reduction Period, it should still be possible to return it.	30	38	amended based on comment of EFET, with regard to reduction periods profile to be returned (reduction periods) would allow to create new reduction periods on subsequent auctions which is in contradiction with comment that the reduction periods should be removed. Setting same profile of reduction periods on subsequent longterm allocation seems to be a capacity calculation topic.
EFET	Returned Long Term Transmission Rights shall be a constant band of MW over the specific timeframe of the subsequent Auction and in the form of base products.they have been allocated.	If they are allocated as peak products, they should be returned as peak products.	30	38	Comment accepted - HAR updated
Article 42 - 45	**Minor issue**				
ACER	that to the transferor or	LOW - We do not understand this sentence. Typo ?	33	42	Typo corrected
EURELECTRIC		proposal to add a deadline by when the acknoledgment would be submitted	32,33	42	Amended with without undue delay. In majority cases the acknowledgement is generated automatically however, in some cases manually procedure is involved. Due to this manual procedure and the possible transfer notification during the night, the undue delay seems to be the best solution.
ACER	Long Term Transmission Rights subject to the Use it or Sell It principle	MEDIUMT - his wording is confusing. We recommend to use only the following terms: Long Term Transmission Rights Physical Transmission Rights subject to the Use It or Sell It principle FTR Options FTR ObligationsIndeed, although LT TR are defined as PTR in Art 2, in this Chapter we would prefer to use the PTR UIOSI for the sake of clarity.	35	45	Comment accepted - HAR updated
ACER	In case Long Term Transmission Rights' holders reserve its Long Term Transmission Rights for the exchange of balancing energy, such Cross Zonal Capacity shall be excluded from the application of the Use It Or Sell It (UIOSI) principle	MEDIUM / to be discussed with ENTSO-E - Compliance with NC EB to be double checked (whether and how market participants or TSOs may reserve long term capacity for balancing purposes)	35	45	The reference as formulated is in line with NC EB. The specific rules shall be assessed.
Article 46 - 47	**Issues related to nomination process are out of scope of HAR (HAR DT)**				
EURELECTRIC	The Allocation Platform shall publish a list with the relevant Nomination Rules for the Bidding Zone borders on its website.	Nomination rules should be harmonized as much as reasonably possible.	36	46	Out of scope of HAR at the moment - NC FCA covers the issue and asks TSOs to progressively harmonise nomination rules where PTRs are offered
EURELECTRIC	The long term nomination deadlines for respective Bidding Zone borders are set forth in the relevant Nomination Rules	Long term nomination deadlines should be harmonized according to ACER's opinion on FCA NC (point 3.1).	36	47	Out of scope of HAR
EURELECTRIC	The Rights Document shall contain the information about the volume in MW that eligible persons are entitled to nominate at specific Bidding Zone borders and directions and for hourly periods.	The content of the Rights document should be specified and harmonized for all borders.	36	47	It is already harmonized - ECAN format, please see also definition
Article 48	**Allocation Constraints replace by reference to transmission losses. Wording after the amendment mentioned is in line with NC FCA (ENTSO-E April 2014)**				
ACER	Transmission losses on interconnections between Bidding Zones, where these losses are included in the Day Ahead capacity Allocation processAllocation Constraints	HIGH - This was already discussed in the context of Principles Papers. In addition, ENTSO-E FCA NC states that : The proposal for the calculation of the Long Term Transmission Rights remuneration shall take transmission losses on interconnections between Bidding Zones into account, where these losses have been included in the Day Ahead capacity Allocation process. (Art 40.5)Why are the provisions of EU HAR not aligned with ENTSO-E' FCA NC?	36	48	Comment of ACER is in line with past discussions on NC FCA, reference to Allocation Constraints are removed. Nevertheless for Irish interconnectors might create a problem to be solved by border specific annex.
EURELECTRIC	If applicable this price shall be adjusted to reflect Allocation Constraints from transmission losses on interconnectors.	ACER's recommendation on FCA NC limits this to transmission losses on interconnectors (point 2.3).	36	48	Comment accepted - HAR updated to be in line with comment.
EFET	If applicable this price shall be adjusted to reflect Allocation Constraints.	UIOSI rights should be remunerated at the market spread without any adjustments.	36	48	Comment accepted - HAR updated - please see above
ACER	for allocation other than Implicit Allocation or Explicit Allocation in the daily allocation timeframe (such as pro rata allocation) the price for the Long Term Transmission Rights remuneration shall be based on the income from the allocation of that Cross Zonal Capacity.the Market Spread at the concerned Bidding Zone border for the concerned hourly period only in case the price difference is positive in the direction of the Long Term Transmission Rights, if the day-ahead prices are calculated in both relevant Bidding Zones, based on the income from the allocation of that Cross Zonal Capacity if the day-ahead price is not calculated at least in one of the two relevant Bidding Zones	HIGH - See ACER's feedback on ENTSO-E principle papers.In addition, "based on the income from the allocation of that Cross Zonal Capacity" may be too vague.	37	48	For special cases like pro rata allocation price (and thus the funds to cover the payouts) of the capacity is not guaranteed, that is why this provision is needed in the HAR which is line with the NC FCA as resubmitted by ENTSO-E in April 2014
ACER	In case daily allocation does not take place or it is cancelled for any other reason than the one of the triggering events specified in CHAPTER 9	MEDIUM / Question to ENTSO-E - What could be "other reason than the triggering events specified in Chapter 9" ?	37	48	Technical reasons on platform side might be other reason for cancellation.
EURELECTRIC	Capacity	Which is the income from a pro rata allocation? This cannot happen. The day-ahead allocation of capacity is either implicit (and then the market spread applies) or explicit, and then there is a relevant price for this allocation. Pro-rata is explicit allocation with a relevant price of zero. Market spread is the only fair remuneration according to ACER's recommendation on FCA NC (point 2.1)	37	48	See feedback to ACER comment above.
EFET	The above mentioned remuneration shall not cover the cases where less daily Offered Capacity is available than the non-nominated amount of Long Term Transmission Rights. The difference between non-nominated amount of Long Term Transmission Rights and the daily Offered Capacity shall be remunerated in accordance with CHAPTER 9.	We do not agree with this. The above remuneration shall not be applicable only in the case of force majeure and the paragraph 3 should apply.	37	48	The case is a case of curtailment. It should be assessed in connection with issue of curtailing the nominated/non-nominated LTRs (see comments below on Article 57.)
Article 51	**EURELCTRIC to clarify its comment on auction cancellation**				
EURELECTRIC	Bidding Period	It should be before the nomination for the first day of the period, that is, 2 days in advance.	39	51	clarified that although the default approach is auction postponement, formally it should be treated as cancellation and new auction opening in defined cases
Article 56	**The artcicle provides general provisions solving the consequences of curtailment not solving trigering events etc. Might require to take it comment by comment anyway it is in line with FC NC (ENTSO-E April 2014)**				

ACER	except in the case of Force Majeure or Emergency Situation	HIGH / to be discussed with ENTSO-E - In case of curtailment for force majeure after day-ahead firmness, how are long-term, daily, and intraday XZ capacities curtailed? By pro-rata or by timeframe?[Regulation requires non discrimination]	42	56	Article 57 (3) clarifies that it is pro-rata regardless of the product.
ACER	60	MEDIUM / Question to ENTSO-E- 61?	42	56	Comment accepted - HAR updated - reference to Article 61 added.
EURELECTRIC	Long Term Transmission Rights irrespectively of the Product Period may be curtailed in the event of Force Majeure, an Emergency Situation or to ensure System Security according to applicable legislation.	The ACER Framework Guidelines provide the exemption from general firmness principle only in the case of force majeure and not of an emergency situations.	42	56	please see reply to EFET comments
EURELECTRIC	Curtailment may be applied on allocated Long Term Transmission Rights or, where the case may be, on nominated Long Term Transmission Rights.	Nominated Long Term Transmission Rights shall only be curtailed in case of force majeure	42	56	please see reply to EFET comments
EURELECTRIC	Long Term Transmission Rights shall not be curtailed after the Day Ahead Firmness Deadline except in the case of Force Majeure or Emergency Situation.	regarding the point that rights cannot be curtailed after the day-ahead firmness deadline except 'in case of Force Majeure or Emergency Situation' – 'emergency situation' is defined in article 2 as any situation 'in which the… TSO must act in an expeditious manner and Redispatching or Countertrading is not possible'. This right to be able to curtail when acting in an 'expeditious manner' occurs seems like a very broad right that the TSO could interpret in a number of ways; this definition needs to be significantly narrowed. The TSO should not have unpredictable broad scope to decide that curtailment should occur after the day ahead deadline as this introduces huge uncertainty for participants.	42	56	see reply to EFET comments and CACM
EURELECTRIC	Each Registered Participant affected by curtailment shall lose its right to transfer, return or nominate for physical use the concerned Long Term Transmission Rights or to receive remuneration based on non-nominated rights in accordance to Article 48	In the event of curtailment, the holders of Long Term Transmission Rights affected by the curtailment should be remunerated, no matter if they have nominated their long term rights or not.	42	56	The LTR holders will receive compensation not based on UIOSI but on curtailment rules (remuneration versus compensation – based on NC FCA terminology)
EURELECTRIC	in proportion to the initially obtained	It should be easier to reduce in proportion to the rights hold at the moment of curtailment. Once there are transfers and returns, it may be not possible to trace back the "original" allocation, especially if reduction periods applied.	42	56	Comment accepted that reference should be to held capacity (not initially obtained)- HAR to be updated
EFET	Rights	The nominated rights cannot be curtailed. The level of firmness on nominated rights should be the same as the level of firmness as for the implicit allocation…. except in the case of force majeure	42	56	the HAR follows the NC FCA resubmitted by ENTSO-E in April 2014 as a reference document due to the uncertanty on the adopted version. Based on the mentioned version of the NC FCA, LTRs can be curtailed regardless whether nominated or not-nominated.
EFET		proposed to narrow down to specific trigering events	42	56	this is general provisions section solving in general consequences of curtailment - the purpose is not to solve triggering event by this Article
EFET		4. Compensation rules according to Articles 58 to 60 also apply if offered day-ahead Cross Zonal Capacities are lower than the amount of non-nominated long term rights after the Long Term Firmness Deadline. Proposed to be deleted	42	56	it is a case of curtailment therefore respective compensation rules shall apply
Article 57	**Issue of curtailment of nominated/non-nominated PTRs to be discussed - seems that ACER/EFET/EURELECTRIC comment might be contradictory. Other comments - HAR in line with FCA NC (ENTSO-E April 2014)**				
EFET	After the Long Term Firmness Deadline and before the Day Ahead Firmness Deadline, non-nominated Long Term Transmission Rights shall be curtailed before nominated Long Term Transmission Rights.	This doesn't make sense non-nominated rights cannot be curtailed. They are given back to the TSO and the market participant gets the compensation based on Article 48.This Article makes sense only in the cases of Force Majeure.	42	57	remuneration according to Article 48 applies when reallocated - please see also response to ACER and EURELECTRIC on the same issue
ACER	60	MEDIUM / Question to ENTSO-E61?	42	57	comment accepted - HAR updated - reference to Article 61 added
ACER	After the Long Term Firmness Deadline and before the Day Ahead Firmness Deadline, non-nominated Long Term Transmission Rights shall be curtailed before nominated Long Term Transmission Rights	HIGH To be removed. There shouldn't be discrimination between nominated and non nominated PTRs. Curtailment should be done by pro rata between nominated and non nominated PTRs.	42	57	HAR DT appreciates to discuss this topic as TSOs are rather neutral in this question– EFET/EURELECTRIC declared preference to limit curtailment of nominated PTRs, the original wording of HAR is in line with this preference. Based on HAR SAG discussion amendment according to comment of ACER will be considered at the later stage due to the time constraint that ENTSO-E has before the public consultation.
ACER	or in case of Emergency Situation before the Day Ahead Firmness Deadline	HIGH - Compensation for curtailments in case of Emergency Situation should appear here as it has been deleted form Article 59 dealing with FM.Curtailement in case of Emergency Situation before the Day Ahead Firmness Deadline is carried out by Art 60.	43	57	the HAR follows the NC FCA resubmitted by ENTSO-E in April 2014 as a reference document due to the uncertainty on the adopted version. Having initial price paid for compensation in case of Emergency Situation is in line with this version.
EURELECTRIC	are given back	It could be said that the rights still belong to the holder up to the auction, so there is no "return" in case of curtailment before the auction.	43	57	solved by discussion on comments above
Article 58	**Long-term firmness deadline will be amended accordingly if modified in accordance with CACM procedure. Caps are introduced in line with FCA NC (ENTSO-E April 2014)**				
ACER	the Day Ahead Firmness Deadline which is for the purpose of these Allocation Rules set thirty (30) minutes before the respective Day Ahead Gate Closure Time at each Bidding Zone Border	HIGH - This article shall refer to CACM GL. The DA FD may be longer than half an hour before the DA GCT.Indeed CACM GL (Art 66) states that "By [16 months after the entry into force of this Regulation], all TSOs shall develop a common proposal for a single day-ahead firmness deadline, which shall not be shorter than half an hour before the day-ahead market gate closure time. The proposal shall be subject to consultation in accordance with Article 10."	43	58	The DA FD is set in the HAR for the purpose of these allocation rules which in line with the CACM. As soon as CACM is implemented and DA FD is set, the HAR might need to be updated.
EURELECTRIC	the Long Term Firmness Deadline which is set at the deadline for final submission of nominations of Long Term Transmission Rights for each Bidding Zone Border which shall be the ones described in the respective Nomination Rules the same for all Bidding Zone Borders.	Long term nomination deadlines should be harmonised	43	58	please see reply to the comments on the Nomination articles
EURELECTRIC	the Day Ahead Firmness Deadline which is for the purpose these Allocation Rules set thirty (30) minutes before the respective Day Ahead Gate Closure Time at each Bidding Zone Border	It is stated in CACM that the Day Ahead Firmness deadline will be set by 16 months after entry in force of CACM and that it shall not be shorter than half an hour (Article 66 of CACM). Therefore these Rules can't set this deadline to 30 minutes before Day-Ahead Closure	43	58	please see reply to ACER
EURELECTRIC	If applicable this price shall be adjusted to reflect Allocation Constraints from transmission losses on interconnectors	ACER's recommendation on FCA NC limits this to transmission losses on interconnectors (point 2.3).	43	58	comment accepted - HAR updated accordingly

EURELECTRIC	caps	the compensation for the curtailment should not have a cap	43	58	the HAR follows the NC FCA resubmitted by ENTSO-E in April 2014 as a reference document due to the uncertainty on the adopted version. Having the caps in the HAR is in line with this version.
ACER		Allocation contraints to be replaced by reference to losses	43	58	Comment accepted - HAR updated
EURELECTRIC	year	See accompanying documents.This section looks at capping the compensation for curtailment when compensation is to be paid within one calendar month – using caps related to allocations in the month of curtailment could be risky for participants if for example an IC was down for an entire month or more as that would mean the cap is '0' and no compensation is payable. There should be a single financial firmness regime before Day Ahead Firmness Deadline (and physical firmness afterwards).This regime should consider total congestion revenue when applying a cap on compensations. The cap should be based on the total revenues on a yearly basis. In any case, the fact that the settlement is monthly should not be an obstacle to impose a yearly cap: they can apply a monthly provisional cap and recalculate the compensations yearly.	44	58	the HAR follows the NC FCA resubmitted by ENTSO-E in April 2014 as a reference document due to the uncertainty on the adopted version. Having the caps in the HAR is in line with this version.
EURELECTRIC	where applicable for each interconnection;	It should specified in which cases it is applicable for each interconnection	44	58	The wording is necessary due to the different models in Europe. On some bidding zone borders there might be several interconnection belonging to different legal entities. This approach is included in the NC FCA resubmitted by ENTSO-E in April 2014.
EFET		proposal to add emergency situation to system security compensation	43	58	HAR wording as proposed by HAR DT is in line with NC FCA resubmitted by ENTSO-E in April 2014
EFET		proposal to delete If applicable this price shall be adjusted to reflect Allocation Constraints;	43	58	Comment accepted - HAR updated based on ACER comment to refer to only transmission losses
EFET	for curtailments before the Long Term Firmness Deadline, the cap shall be based on the Congestion Income from the allocation of Long Term Transmission Rights in the month of curtailment at the respective Bidding Zone border in both directions deducting all returns and the UIOSI remuneration and compensations paid according to Articles 59 and 61 for the considered month and where applicable for each interconnection; for curtailments after the Long Term Firmness Deadline and before the Day Ahead Firmness Deadline, the cap shall be based on the Congestion Income from the allocation of Long Term Transmission Rights of the month of the curtailment deducting all returns and UIOSI remuneration and compensations paid according to Articles 59, 60 and 61 for the considered month and the considered month and the daily allocations at the respective Bidding Zone Border and both directions and where applicable for each interconnection.	The caps do not provide any incentive for the TSOs to avoid or reduce curtailments plans. The cap should the last 12 months including the month of curtailment.	44	58	the HAR follows the NC FCA resubmitted by ENTSO-E in April 2014 as a reference document due to the uncertainty on the adopted version.
Article 59-61	**HAR in line with FCA NC (ENTSO-E April 2014). Remuneration with weighted average price to be clarified**				
ACER	Reimbursement for curtailments due to Force Majeure or Emergency Situation before the Day Ahead Firmness Deadline	HIGH - See ACER's feedback on Principle Papers	44	59	the HAR follows the NC FCA resubmitted by ENTSO-E in April 2014 as a reference document due to the uncertainty on the adopted version. Having initial price paid for compensation in case of Emergency Situation is inline with this version.
EURELECTRIC	Force Majeure	See accompanying document.The ACER Framework Guidelines provide the exemption from general firmness principle only in the case of force majeure and not of an emergency situations.Reimbursement at initial auction price should only apply to Force Majeure Situations	44	59	please see feedback on Article 56
EURELECTRIC	when the Marginal Price of the initial Auction cannot be identified	When cannot the marginal price of an auction be identified?	44	59	It is possible except for specific case of nomination process
EURELECTRIC	the weighted average	Generally speaking, it may not be possible to trace back an allocation to its "initial auction", because of transfers and returns, moreover when reduction periods apply to the initial allocation but are not considered in the transfers. Option a) should be discarded and use always the weighted average.	44	59	it is possible except for specific case of nomination process
EFET	Reimbursement for curtailments due to Force Majeure or Emergency Situation before the Day Ahead Firmness Deadline	Emergency Situation should be in Article 58	44	59	HAR wording in line with NC FCA resubmitted by ENTSO-E in April 2014
EURELECTRIC	Force Majeure	The ACER Framework Guidelines provide the exemption from general firmness principle only in the case of force majeure and not of an emergency situations.	45	60	CACM consider also cases of EMERGENCY situation - in line with CACM and FCA
EURELECTRIC	Individual compensation rules	support that TSOs can recommend individual rules but would recommend that these be subject to consultation with all stakeholders.	45	61	Comment clarified. Indeed consultation is needed to any amendment
EFET	Individual compensation rulesTSOs may propose to the relevant NRAs compensation rules related to outages which last for a long period of time or outages which affect Bidding Zone borders consisting of one single Interconnector. Such compensation rules shall be included in Bidding Zone Border specific Annexes to these Allocation Rules. In derogation to paragraphs 2 to 4 of Article 58, on Bidding Zone Borders where market coupling has not been introduced, the compensation rules listed in Bidding Zone border specific annexes to these Allocation Rules shall apply during a transitional period. After the transitional period and when market coupling is introduced and implemented on these Bidding Zone borders the provisions of paragraphs 2 to 4 of Article 58 shall apply.	This should be part of Transitional Arrangements. We should aim at having fully harmonized enduring rules.	45	61	Wording is in line with NC FCA resubmitted by ENTSO-E in April 2014 - individual compensation rules may be permanent for specific cases listed in NC FCA e.g. In case of single interconnector.
Article 62 -...	**No critical issues if not marked below in feedback cell**				
ACER	A dispute shall in no way relieve the Registered Participant from the obligation to pay the amounts due as set forth in Article 64(3)	LOW - The other way around should also be foreseen. For example, in case the Allocation Platform shall remunerate the TR holder for the "Sell-It".	49	65	Comment accepted - HAR updated
EURELECTRIC	two (2) Working Days	We prefer to extend the deadline to 3 days for operational reasons	49	66	Comment accepted - HAR updated
ACER	Duration and amendment of Allocation Rules	HIGH - This article requires further discussion with legal experts.	51	66	
ACER	but not later than thirty (30) calendar days after the amendment notice is sent to Registered Participants by the Allocation Platform	HIGH - This shall be deleted (or duly justified)	51	67	typo, should be "not earlier than" to ensure that market participants are able to prepare for the amended HAR
ACER	Each amendment shall apply to all aspects of these Allocation Rules	MEDIUM - to be double checked with legal services: is it relevant ?	51	66	this is a very standard legal provision thus no need for changes

ACER	Unless expressly stated otherwise by the Allocation Platform the amended Allocation Rules shall govern all rights and obligations in connection with these Allocation Rules including those acquired before the date of amendment but with the delivery date after the amendment takes effect.	HIGH - This Article should be aligned with Art 5.2 (once Art 5.2 is updated following ACER' comment #18)	51	66	Comment accepted - HAR updated
ACER	A Registered Participant shall indemnify and keep indemnified the Allocation Platform and its officers, employees and agents from and against any and all loss or liability (including legal costs) which any of them may suffer or incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with these Allocation Rules	LOWIt is not clear to what kind of concrete situations this provisions refers to.In addition, this does not seems consistent with Article 80 (no third party rights to enforce these Alloc Rules)	52	68	It is a standard legal provision - Claim by third party e.g. Claim towards Allocation Platform resulting from contract on transfer of capacity between two participant to be excluded.
ACER	This Article survives the termination of the Registered Participant's Participation Agreement	LOW - Shall a limit be set? For example, 5 years like for the survival of confidentiality information in Article 74.	52	68	Time limit cannot be introduced explicitly (might be given by governing law). In case of claims it needs to be ensured that clarity is given how they would survive.
ACER	of a request to meet	LOW - As there is no request to meet, expression to be replaced by "after the matter has been referred to them".	52	69	Comment accepted - HAR updated
ACER	This Article survives the termination of the Registered Participant's Participation Agreement	LOW - Shall a limit be set? For example, 5 years as for the survival of confidentiality information in Article 74.	53	69	Time limit cannot be introduced explicitly (claims can be issued in the timeframe given by governing law). In case of claims it needs to be ensured that clarity exists on the liability regime.
ACER	any breach which may have a financial impact to the Allocation Platform	MEDIUM - This is too general.	54	70	Comment accepted - HAR updated and provision amended to refer to significant breach - in line with right of the Registered Participant to terminate
EURELECTRIC	any breach which may have a financial impact to the Allocation Platform;	suspending someone for 'any breach which may have a financial impact to the Allocation Platform' seems a bit harsh – consider inserting '…may have a significant financial impact' to narrow the objectivity of this criterion. As it is worded now a financial impact in the 100s might justifying denying trading access.	54	70	Comment accepted - Introduction of "significant breach" - in line with provisions when Registered Participant terminates
ACER	The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Working Days to remedy the breach where possible	LOW - ENTSO-E should make sure this possibility is granted to Registered Participant even after one failure from the Allocation Platform and not only in case of repeated failures.	55	71	Repeated breach is a standard - in line also with conditions for case when the allocation platform want s to terminate.
EURELECTRIC	including the Registered Participant's rights connected with these Allocation Rules	Too strict. The value of these rights should be computed (mandatory return?) in the final settlement with the participant, at least in cases like 4.b)	55	71	provision to be reassessed by HAR DT
ACER	person	MEDIUM - To be consistent with the definition in Art 2.	56	72	Comment accepted - HAR updated
ACER	the English version published by the Allocation Platform shall prevail	HIGH - To be checked with the legal department. In some country NRAs' Board only approves the translated draft of auction rules. Isn't there a legal loophole?	60	77	It is in line with recent practice - no other/better solution known at the moment
ACER	the English version published by the Allocation Platform shall prevail	HIGH - To be checked with TSOs. In some country NRAs only approve the translated draft of auction rules. Isn't there a legal loophole?	60	78	It is in line with recent practice - no other/better solution known at the moment
ACER	The Registered Participant acknowledges that neither the Allocation Platform nor any person acting on behalf of or associated with the Allocation Platform makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of these Allocation Rules, the Participation Agreements or the disclosed information or otherwise in relation to or in connection with these Allocation Rules, the Participation Agreements and the disclosed information or any transaction or arrangement contemplated by these Allocation Rules, the Participation Agreements and the disclosed Information except as specifically provided in these Allocation Rules or the Participation Agreement	LOW - This paragraph seems too broad.	60	79	It is a standard wording of current allocation rules
EURELECTRIC	Remedies exclusiveThe rights and remedies provided by these Allocation Rules and the Participation Agreement to the Allocation Platform and each Registered Participant are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of these Allocation Rules and the Participation Agreement. Accordingly, the Allocation Platform and each Registered Participant hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in these Allocation Rules and the Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.	unsure of legality of this clause? The governing law is that of the registered office of the Allocation Platform (art. 76); can a 'waiver; of all rights and remedies in law, statute etc be provided for in the Regulation; enforceability of this is under question.	61	83	In the clause itself it is stated that it applies to the extent allowed by a gowerning law.