

Data and Reporting Services

Fee Schedule 2022

Includes ACER Remit fees

FEE SCHEDULE FOR NORD POOL DATA AND REPORTING SERVICES

1. INTRODUCTION

Customers shall pay fees for the Services they have subscribed to. The fees consist of two separate components: (i) fees payable to Nord Pool and (ii) fees which ACER invoices to Nord Pool on the basis of Commission Decision (EU) 2020/2152¹ and which Nord Pool re-invoices to the Customers.

All fees are exclusive of VAT and other taxes that may accrue in connection with the Services. To the extent such taxes are applicable, Nord Pool may invoice these in addition to the fees.

Unless otherwise agreed, Nord Pool will invoice the Customer for the use of Services annually via e-mail or other electronic means. Client members will be invoiced through their Client Representative.

All invoices are payable within thirty (30) days from the invoice date. Any late payment will be charged a default interest rate (per calendar month) in accordance with the at all times prevailing statutory default interest rate in Norway.

Nord Pool is entitled to adjust the fees and other provisions of this Fee Schedule with thirty (30) days written notice to the Customer.

2. APPLICABLE FEES TO NORD POOL - REMIT SERVICE

The fees to Nord Pool consist of two components, (i) a Start-up Fee and (ii) a Subscription Fee.

The fees shall be invoiced annually on the basis of actual volumes and/or actual number of active contracts in the previous year.

If the Customer terminates the Services in the middle of the year, Nord Pool will invoice the fees for the current year upon termination.

Start-up fee	Fee	Remarks
(1A) Reporting of contracts traded at Nord Pool to ACER	-	Free for Nord Pool members
(1B) Nord Pool contracts data for reporting through another RRM	-	Free for Nord Pool members
(2) Automated forwarding of data to ACER	1000 €/OOMP*	Free for Nord Pool members
(3) Reporting of bilateral contracts through REMIT application to ACER	-	-

*Other organized marketplace

¹ Commission Decision (EU) 2020/2152 of 17 December 2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for collecting, handling, processing and analysing of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council. Link: <https://eur-lex.europa.eu/eli/dec/2020/2152/oj>

Subscription fee	Fee	Remarks
(1A) Reporting of contracts traded at Nord Pool to ACER	100 €/month	Total gross trading volume ≤600 GWh/a
(1B) Nord Pool contracts data for reporting through another RRM	225 €/month	Total gross trading volume >600 GWh/a
(2) Automated forwarding of data to ACER	225 €/month	-
(3) Reporting of bilateral contracts through REMIT application to ACER	625 €	No. of reported contracts/ executions during a year
	1250 €	1-13
	2900 €	14-120
	4500 €	121-600
	7500€	601-1200
		1201->
Customized services	-	Tailored solutions are priced individually

3. APPLICABLE FEES PAYABLE ON THE BASIS OF COMMISSION DECISION (EU) 2020/2152

Pursuant to the Commission Decision (EU) 2020/2152 (hereinafter “the Decision”), ACER charges Nord Pool with an annual fee consisting of three components:

- (i) a flat enrolment fee component;
- (ii) a transaction records-based fee component calculated pursuant to Article 6 of the Decision;
- (iii) where applicable, a positive or negative correction amount to balance differences between the transaction records-based fee component paid in the previous year and the transaction records-based fee component that would have been paid according to the actual reporting in that year.

A full description of the calculation of the fee components can be found in Article 6 of the Decision. In the event of any discrepancy between the description in this Fee Schedule and the Decision, the latter shall prevail.

The fees under the Decision and the costs incurred by Nord Pool will be re-invoiced by Nord Pool to the Customers in the following manner:

- (i) the transaction records-based fee component is calculated by ACER on the basis of the transaction records reported in the previous year and notified to Nord Pool. This amount will be re-invoiced to the Customer with a surcharge of 4 %, which covers the flat enrolment fee

DATA AND REPORTING SERVICES

component payable by Nord Pool and any costs accrued in connection with the re-invoicing.

- (ii) the correction amount (if any) will be either added to or subtracted from the fees re-invoiced to the Customer in the subsequent year.

New Customers will pay the transaction records-based fee at the beginning of the year following the year they subscribed to the Services, consisting of a correction amount and a transaction records-based fee calculated on the basis of transactions in the previous year, together with the 4 % surcharge.

When the Customer terminates its Agreement, no amounts will be refunded to the Customer and no additional amounts will be re-invoiced to the Customer after the termination.