



Sample - Agreement

for the provision of fundamental data reporting services under REMIT

between

RWE Gas Storage West GmbH
Hollestraße 7a
45127 Essen
Germany

-hereinafter referred to as „RGSWest“

and

[customer]
[address]
[City – Postcode]
[Country]

-hereinafter solely referred to as “Storage Customer” and

together referred to as “Contractual Partners” -

I. Introduction

- (a) On 28 November 2011 the European Regulation No 1227/2011 on wholesale energy market integrity and transparency (REMIT) and on 17 December 2014 the related Commission Implementing Regulation (EU) No 1348/2014 (“REMIT CIR”) entered into force. According to Article 8 of REMIT in combination with Article 9(9) REMIT CIR, market participants or Storage System Operators on their behalf are obliged to report fundamental data on the storage usage to the Agency for the Cooperation of Energy Regulators (“ACER”). According to Article 2(1) of REMIT CIR, the reporting duty applies to all market participants as of 7 April 2016 for fundamental data.
- (b) RGSWest has closed an Agreement with Gas Infrastructure Europe (GIE) AISBL to do the Fundamental Data reporting service of RGSWest in accordance with REMIT, its Implementing Regulation, the Supporting Documents and the latest procedures, standards and electronic formats published by ACER.
- (c) By this agreement RGSWest undertakes to fulfill the above mentioned Storage Customer’s reporting obligations, a service already covered by the storage fees.

Therefore the Contractual Partners hereby agree as follows:

II. Reporting Service

- (a) The Storage Customer appoints and authorizes RGSWest to report Fundamental Data relating to the running Storage Agreements between the Contractual Partners set out in Clause (b) in accordance with the Implementing Acts, the Supporting Documents and the Technical Documentation.
- (b) RGSWest shall report for each storage facility or where facilities operated in groups, of the group of storage facilities, the amount of gas that the Storage Customer has stored at the end of the gas day, no later than the following working day, according to Article 9(9) of the Implementing Acts on behalf of its Storage Customer to ACER.
- (c) RGSWest will use Gas Infrastructure Europe AISBL (GIE) as Service provider for the Fundamental Data reporting to ACER.
- (d) RGSWest will inform the Customer via e-mail about the transmission of the data to ACER

III. Obligations and responsibilities

- (a) RGSWest will set up and operate the Fundamental Data reporting process according to article II (b) which comply with ACER's requirements in close collaboration with its service provider GIE.
- (b) The customer shall be responsible:
 - i. to deliver the market participant identifier (e.g. ACER code or EIC-X code) to RGSWest to implement the reporting and
 - ii. to update the information without delay in case of any changes.
- (c) RGSWest shall be responsible for failure in the completeness, accuracy of timely submission of Fundamental Data to ACER which are attributable to RGSWest or its service providers in accordance with article 11(2) of the Implementing Acts.
- (d) RGSWest shall not be held responsible for any information directly sent by the Storage Customer to ACER.
- (e) RGSWest shall not be responsible for the operation of the ACER REMIT Information System ("ARIS") operated by ACER and shall therefore bear no responsibility for delays or other errors that occur during the transmission of data reports caused by ARIS.

IV. Term of the Agreement and termination

- (a) The Agreement shall become effective on [Date] and shall be terminated automatically at the end of the closed storage agreements between the Contractual Partners.
- (b) The Storage Customer may terminate this Agreement at any time by given least three (3) month prior written notice to RGSWest .
- (c) RGSWest may terminate this Agreement at any time by given least three (3) month prior written notice to the Storage Customer .
- (d) Termination shall not affect rights or obligations accrued at the time of termination. Furthermore the reports and ACER's feedback according to II. (e) are to be archived by RGSWest in accordance with REMIT.

V. Liability

- (a) The Contractual Partners shall, at all times, perform their obligations under this Agreement with reasonable care.
- (b) The liability of RGSWest under this Agreement shall be limited to direct and proven damages which result from breaches of obligations under this Agreement and shall be limited for each calendar year to the yearly GIE membership fee of RGSWest. The cap does not apply in case of gross negligence, willful misconduct, or fraud.
- (c) Neither Contractual Partner shall be liable to the other Contractual Partner for any loss of profit, loss of business, loss of goodwill, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under this Agreement.
- (d) Neither Contractual Partner shall be entitled to hold the other Contractual Partner's group companies, officers, employees or contractors liable for any breach by the other Contractual Partner of the Agreement.

VI. Force majeure

If any Contractual partner is prevented from performing any of its obligations under this Agreement as result of a Force Majeure Event as defined hereunder, such obligation(s) shall be suspended for as long as that Force Majeure Event continues. If the Force Majeure Event continues for a period longer than nine (9) month then either Party may give notice to the other Party at any time while the Force Majeure Event continues beyond that period to unilaterally terminate the Agreement. Under no circumstances shall either Party be liable to the other Party for any failure to perform its obligations as result of a Force Majeure Event, provided however, where possible, that the affected Party gives prompt notice to the other Party of its failure to perform its obligations, and uses its reasonable efforts to mitigate the effects of such causes.

A Force Majeure Event is any event which occurs due to reasons outside of a Contractual Partner's control (including, but not limited to, any natural, technological, political or other cause and whether in respect to a third party service provider, affiliate or otherwise) and which cannot be overcome by reasonable diligence or efforts.

VII. Confidentiality

All storage data which are not part of this agreement of data reporting to ACER will stay confidential as agreed within the storage agreements.

VIII. Governing law

- (a) This Agreement is subject to German law.
- (b) All disputes in connection with this agreement shall be settled as agreed in the General Terms and Conditions according to the running storage agreements between the Contractual Partners.

Place and Date:

Signature:

RWE Gas Storage West GmbH

Place and Date:

Signature:

[Customer]