

Energy Traders Europe paper on the establishment of a PPA registry and negotiations platform in Portugal

Brussels, 06 March 2025

Power Purchase Agreements (PPAs) are essential instruments for accelerating renewable energy deployment, enabling market participants to hedge risks, and mitigating the impact of short-term volatility. They contribute to price stability for consumers and ensure revenue predictability for investors.

In an understandable effort to promote PPAs in Portugal, Portaria nº 367/2024/1 of 31 December establishes the terms and conditions for the registration and negotiation of bilateral electricity contracts.

However, **the absence of a platform is not a primary barrier to PPA adoption**. Greater challenges include project financing, securing guarantees for long-term contracts (10+ years), managing risks over extended periods, and navigating national market design limitations. Addressing these structural issues would be far more effective in supporting PPAs than introducing a platform that could impose additional costs on market participants and regulators without clear or proven benefits.

Therefore, we question the rationale and necessity of establishing a PPA Platform under OMIP and we seek clarification on the following matters:

1. Compliance with EU law

The Portaria justifies the creation of a PPA platform based on Regulation (EU) 2024/1747. However, the Regulation only requires Member States to remove "*unjustified barriers and disproportionate or discriminatory procedures or charges and to promote the uptake of such agreements*". The only reference to a potential (regulated) platform is in the context of a future assessment by the European Commission (June 2026), which will evaluate its feasibility and interaction with existing electricity market platforms. At this stage, **there is no EU mandate for national platforms**.

2. Scope of the Portaria

The Portaria applies a broad definition of PPA/bilateral contract as "a buy and sell contract of energy for medium to long-term, between an energy seller and an energy buyer (PPA)".

It is necessary to clarify that this refers to electricity (not just any energy type) of renewable source, and that it applies only to contracts with physical delivery, with duration higher than at least 1 year, between a generator and a final consumer (otherwise it would apply to all sort of intermediate contracts and intragroup transactions).

We believe that PPA definition should include the **same threshold as the one applicable for REMIT** reporting to ensure that the reporting obligations will be aligned, i.e. nothing outside of the REMIT reporting scope will fall under this Portaria.

3. Data to be reported

Market participants already report relevant information under REMIT (for physical contracts) and EMIR (for financial contracts). Some market participants even report under REMIT obligations to the OMI Group and there might be a case of double reporting on the same transactions to the same entity. Instead of imposing additional reporting burdens, **OMIP should leverage existing data sources**. For completion, the only additional information requested by the Portaria and not already covered under REMIT is "technology".

4. Delegation

In case this obligation is kept, it should foresee the possibility of **delegating the reporting responsibility to a third-party**, as it already the case under the REMIT framework. So far, the Portaria only establishes that the reporting responsibility falls on the producer.

5. Data publication

The Portaria establishes that OMIP discloses information, either in an aggregated form or individualized, about the commercial conditions of the PPAs which are subject to the reporting obligation. Although it mentions the respect by the privacy of information, disclosing commercially sensitive information (namely prices), and the possibility to do it at an individualized level, seems **incompatible with competition legislation**.

Clear rules must be set to safeguard this in terms of data protection, by **only considering the publication of aggregated information with statistical relevance**, for volumes and durations, and if the number of transactions exceeds a minimum of (to be defined).

6. OMIP verification

The current framework is also missing clear rules defining the reach of OMIP verification of the trustworthiness of the reported information, respecting competition law and the protection of commercially sensitive information.

The Portaria also establishes that OMIP should be responsible for the verification of the trustworthiness of the information advertised in the platform (commercial offers) or contracts negotiated. However, we consider that, if there is any necessity, **this is a role the NRA should conduct** in the scope of its monitoring and supervision powers and responsibilities, as established by the legislation.

7. Standard contractual templates

Any standard contract should remain of voluntary use as PPAs require a high degree of customization. In its recent assessment, ACER concluded that "[there is no need for developing new voluntary Power Purchase Agreement \(PPA\) templates in the EU energy market](#)" given the fact that:

- Existing templates, developed by industry associations and national bodies, are largely sufficient for current market needs.
- These templates help market participants (especially newer or smaller players) reduce legal costs and streamline the initial phases of the contracting process.
- Addressing critical market barriers, such as collateral issues, demand pooling, and project development bottlenecks, would have a more meaningful impact on fostering the PPA market.

8. Retroactivity

The Portaria establishes that the reporting obligation should also apply retroactively to all PPAs already into force when the platform comes online. Once again, instead of imposing additional reporting burdens on transactions already reported in the past, OMIP should leverage existing data sources. **We challenge the retroactive applicability** of this activity.

9. Coverage fees

The proposed platform would require financing through a remuneration mechanism determined by the National Regulatory Authority (NRA). However, the **specific activities covered by this financing remain unclear**. Pricing or tariffs for the platform's services should apply only to advertisement and trade commercial offers, not to mandatory reporting obligations.

10.OMIP intermediation

It is foreseen by the Portaria that OMIP will become the entity responsible for reporting to the TSO the physical bilateral contracts, for system management purposes. It is not clear why should OMIP be an intermediary since this is information the market participants already provide directly to the TSO for system management purposes and planning.

In any case, this should not imply stricter requirements or shorter timings for this information to be provided by market participants, by adding one additional report layer, and it should also be clear this information only encompasses volumes.

11.OMIP clearing house

If the platform for the advertising of commercial offers is to develop into a market platform for the voluntary negotiation of PPAs, it only seems natural that OMIP - given its role and its experience as a market operator - should assume the role of **clearing house for the traded products** in the platform, assuming the counterparty risk management.

12.Secondary markets

In case the advertisement platform develops into a market for the negotiation of PPAs, it should be clarified that there is always a possibility to trade such contracts into secondary markets.

Contact

Federico Barbieri

Coordinator for Southern European markets

f.barbieri@energytraderseurope.org