



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR ENERGY

Directorate C – Green Transition and Energy System Integration  
C.1 – Renewables and Energy System Integration Policy

## Template

**for an Agreement between Member State [A] and  
Member State [B] on a legal framework for  
statistical transfer(s) of energy from renewable  
sources pursuant to Directive (EU) 2018/2001 of  
the European Parliament and of the Council of 11  
December 2018 on the promotion of the use of  
energy from renewable sources**

This document represents a non-binding template that can be used voluntary as a guidance for Member States when they prepare an agreement for statistical transfer of renewable energy pursuant to Article 8 of Directive (EU) 2018/2001. The template does not create any rights or obligations for the Commission and has informative purposes only.

**Agreement between Member State A and Member State B on [a legal framework] for statistical transfer(s) of energy from renewable sources pursuant to Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources**

Member State A, hereinafter referred to as “the Selling Member State” and Member State B, hereinafter referred to as “the Buying Member State” (hereinafter referred to individually as “a Party” or “the “Party” and collectively as “the Parties”),

Desiring to enhance their cooperation on the development of energy from renewable sources within the framework laid down by Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources,

Desiring to contribute to the cost-efficient achievement of the applicable 2030 European Union target for a share of energy from renewable sources and of the national contributions to that target,

*[additional points, if applicable, regarding the reasons which have led the parties to conclude the agreement]*

Intending to [*conclude an agreement*]/[*set the framework*] for the statistical transfer[s] of the amount(s) of energy from renewable sources specified in this agreement from the Selling Member State to the Buying Member State in accordance with Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources (hereafter: Directive (EU) 2018/2001), in particular with Article 8 of that Directive.

agree as follows:

**Article 1 Objective**

The objective of this Agreement is to [*conclude*]/[*provide a legal framework for*] statistical transfer(s) of energy from renewable sources from the Selling Member State to the Buying Member State pursuant to Article 8 of Directive (EU) 2018/2001. **Article 2 Definitions**

For the purpose of this Agreement, the following definitions apply:

- a) “Selling Member State” means [*Member State A*];
- b) “Buying Member State” means [*Member State B*];
- c) “Statistical transfer volume” or “volume” means the transferred volume of renewable energy to be deducted from the selling Member State's statistical accounts and added to those of the buying Member State pursuant to Article 8(1) of Directive (EU) 2018/2001;
- d) “Statistical transfer” means the transfer of the statistical value, without requiring a physical transfer, of a specified amount of energy from renewable sources as reported under Annex B, point 5 to Regulation (EU) 1099/2008 on energy statistics from one Member State to another Member State, which amount is deducted from the amount of energy from renewable sources that is taken into account in calculating the renewable energy share of the Member State making the transfer and added to the amount of energy

from renewable sources that is taken into account in calculating the renewable energy share of the Member State accepting the transfer.

### **Article 3 Cooperation**

(1) The Parties shall at all times cooperate in order to establish and maintain the necessary and favourable conditions for the implementation of the Statistical Transfer.

(2) National contact points are established to facilitate the implementation of this Agreement and deal with any matters arising in the course of the implementation. The contact point of the Selling Member State will be *[responsible authority Member State A]*. The contact point of the Buying Member State will be *[responsible authority Member State B]*.

(3) *[additional conditions, if applicable, e.g., on use of revenues, source of statistical transfers and potential reporting requirements on these requirements]*

### **Article 4 Specifications of Statistical Transfer]**

(1) The Parties agree to transfer fixed statistical transfer volumes for the price set out in Article 5 as follows:

- a) *[GWh/TWh]* for the *[year]*
- b) *[GWh/TWh]* for the *[year]* *(if applicable)*
- c) *[GWh/TWh]* for the *[year]* *(if applicable)*

*[optional]* (2) In respect to the *[years]*, the Buying Member State may request the Selling Member State to transfer to it optional statistical transfer volumes for the price set out in Article 5 as follows:

- a) *[GWh/TWh]* for the *[year]*
- b) *[GWh/TWh]* for the *[year]* *(if applicable)*
- c) *[GWh/TWh]* for the *[year]* *(if applicable)*

(3) The Selling Member State transfers the Buying Member State the statistical transfer volume according to the terms laid down in this Agreement. The Buying Member State remunerates the Selling Member State according to the terms laid down in this Agreement.

(4) *[Provisions on timing of optional volumes, if applicable, i.e., until when must the Buying Member State announce the use of optional volumes to the Selling Member State]*

(5) *[Provision on time period for which Selling Member State must reserve the optional volumes, if applicable]*

(6) *[additional details, if applicable]*

## **Article 5 Price**

- (1) The price for each MWh transferred shall be *[amount]* Euros (*[fixed quantities]* *[optional quantities]* *[fixed and optional quantities]*).
- (2) The total price for the fixed volume(s) of *[amount in TWh or GWh]* of energy from renewable energy sources is *[amount]* Euros. *[Total prices for different years, if applicable]*
- (3) The price for the optional volume(s) will be determined in accordance with paragraph 1 *[for via an alternative flexible price adaptation mechanism]*.

## **Article 6 Payment(s)**

- (1) The Buying Member State shall disburse the due amount as set out in article 5 paragraphs 2 and 3 onto the ~~following~~ account to be indicated by the Selling Member State.
- (2) *[Provision on payment procedure, e.g., in equal payments spread over a certain period or single payment]*
- (3) The *[first, if applicable]* payment will be made by *[date]*.
- (4) *[If applicable]* The following payments will take place every *[period]*.

## **Article 7 Notification to the European Commission**

- (1) The Parties shall notify, in written form, the transfer to the European Commission by *[date]*, within the deadline set out in Article 8(4) of Directive (EU) 2018/2001. This notification shall specify the exact amount of energy from renewable sources to be statistically transferred from the Selling Member State to the Buying Member State *[in each calendar year, if applicable]* as well as the corresponding price paid by the Buying Member State.
- (2) *[Optional]* To facilitate the European Commission's task of monitoring the overall progress of implementation of and compliance with Directive (EU) 2018/2001, the Parties will also notify the Commission the overall content of the agreement, in particular including the amounts to be transferred during the entire time period of the Agreement, additional conditions attached to the statistical transfer and price adaptation arrangements within a month after the coming into force of this agreement.

## **Article 8 Responsibilities in case of non-compliance**

- (1) Parties assume the responsibility for any failure or refusal to perform their obligations under this Agreement other than for reasons of force majeure according to Article 9 of this Agreement.
- (2) In case of non-compliance with any obligation under this Agreement a party is obliged to compensate the injured party fully for any damages incurred due to the non-compliance.
- (3) The payment of such damages shall not limit the right to seek further compensation under this Agreement or otherwise.

## **Article 9 Force Majeure**

(1) Responsibility for non-performance or delay in performance on the part of any Party to this Agreement with respect to any obligations or any part thereof under this Agreement, other than an obligation to contribute financially, shall be suspended to the extent that such non-performance or delay in performance is caused or occasioned by Force Majeure, as defined in this Agreement.

(2) Force Majeure shall be limited to:

a) Natural disasters (earthquakes, landslides, cyclones, floods, fires, lightning, tidal waves, volcanic eruptions and other similar natural events or occurrences);

b) War between sovereign States where the relevant State has not initiated the war under the principles of international law, acts of terrorism, sabotage, rebellion or insurrection;

c) International embargoes against States other than the relevant State, provided, in every case, that the specified event or cause of the above mentioned types and any resulting effects preventing the performance by the relevant State of its obligations, or any part thereof, are beyond the relevant State's control.

d) *[other force majeure events]*

(3) If a Party to this Agreement is prevented from carrying out its obligations or any part thereof under this Agreement (other than an obligation to pay money) as a result of Force Majeure, it shall notify in writing the other affected Party to which performance is owed at the earlier convenience. The notice must:

a) Specify the obligations or part thereof that cannot be performed;

b) Fully describe the event of Force Majeure;

c) Estimate the time during which the Force Majeure will continue; and

d) Specify the measures proposed to be adopted to remedy or abate the Force Majeure.

Following this notice, and for so long as the Force Majeure continues, any obligations or parts thereof which cannot be performed because of the Force Majeure, other than the obligation to pay money, shall be suspended.

## **Article 10 Dispute Settlement**

(1) The Parties shall take all possible steps in good faith in order to ensure that all disputes and disagreements arising in connection with the implementation of this Agreement or related to this Agreement are settled by mutual negotiations between the Parties.

(2) The Party raising any dispute shall first serve a written notification of the dispute to the other Party (a "Dispute Notice"). If within 4 weeks of the service of a Dispute Notice, the dispute is not settled or good faith consultations have not taken place, then either Party shall be entitled to refer the dispute for final and binding resolution to the Court of Justice of the European Union pursuant to Article 273 of the Treaty on the Functioning of the European Union.

## **Article 11 Confidentiality [if applicable]**

(1) The Parties to this Agreement and their advisors are committed to confidentiality against third parties for all information that are not to be notified to the European Commission according to Article 7 of this Agreement or have not been otherwise published and are conveyed in confidence by any other Party. The receiving Party shall not use any such information for any purpose other than in accordance with the terms of this Agreement. The disclosure of confidential information or objects requires the express written consent by the conveying Party.

(2) The confidentiality clause excludes types of information that

a) have been developed or are being developed by the receiving Party independently of the information;

b) are part of the generally accessible state of technology or that reach this status without the fault of the receiving Party;

c) is publicly known or at any time after that date becomes publicly known (otherwise than by breach of this Agreement by a Party or its authorized representatives);

d) is disclosed by a Party under applicable law, including by governmental order, decree, regulation or rule issued by any governmental authority or agency, tax authority, court of competent law or arbitration or any other statutory or regulatory body;

e) is disclosed by both Parties or one Party to a third party in accordance with the written consent of the other Party; or

f) were already in the possession of the receiving Party at the time of entry into force.

## **Article 12 Additions**

All additions and modifications to this Agreement, which will be numbered consecutively, shall be duly signed by both parties prior to affecting any of the changes therein contained. No addition or modification of this Agreement shall be effective or binding on either of the parties hereto unless agreed in writing and duly signed by the parties

## **Article 13 Entry into Force and Duration**

(1) *[This Agreement shall enter into force upon signature [or at any specified date]] or [This Agreement shall enter into force on the first day of the month following the month in which the Parties shall have completed an exchange of diplomatic notes informing each other that their respective constitutional requirements necessary for the entry into force of this Agreement have been fulfilled].*

(2) The Agreement shall remain in force *[for a period of [years] ]/ [until [date]]*

## **Article 14 Termination/Modification/Review [if applicable]**

(1) The agreement will terminate on *[date]*

(2) The agreement can be amended at any time by mutual consent of the parties documented in writing.

(3) The parties will review this agreement at least once every [*years / other time period to be determined by the parties depending on the duration of the agreement*] to determine whether it should be revised, renewed [*or canceled*].

(4) This Agreement is concluded in duplicate, each in the [*name of language(s)*] languages, all texts being equally authentic. In case of divergence of interpretation, the [*English*] text shall prevail.