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MEETING DOCUMENT

From:	General Secretariat of the Council
To:	Working Party on Telecommunications and Information Society
Subject:	Data Act Regulation NL comments on 2nd compromise text

Delegations will find in the annex the NL comments on the 2nd compromise text on Data Act Regulation.

Netherlands comments on second compromise proposal on DA (document 14019/22)

Reference	Third compromise proposal	Drafting suggestion	Comment
			In general, we welcome the proposal for a Data Act and further clarifications made in the compromise text. Although we are generally positive about the proposal, our most pressing outstanding issues have still been insufficiently addressed in the negotiations. We strongly believe these issues warrant further discussion. We therefore do not think the discussions on the proposal are sufficiently advanced to reach a general approach this year. Our most pressing outstanding issues are: • While it is a step in the right direction that requests for personal data under article 15(c) is only possible with a separate specific legal basis, we remain concerned about chapter 5 as it provides a very broad base for public bodies to request and use (personal) data at their own discretion. The risk of infringements in fundamental rights, among which the right to privacy and the right to property are disproportionate to the goal of

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			the chapter. This warrants further discussion in council. In these written comments we present several amendments which would address these concerns. • We remain supportive of the measures to enable cloud switching, but in line with the findings from the cloud market study by the Dutch consumer and market authority[1], we believe chapter 6 should not solely focus on switching, but also facilitate interoperability and integration of data processing services in a broader sense. This is insufficiently addressed by the current compromise text. • On the access and use rights for users of IoT-products we are generally supportive of the proposal. Nonetheless, a number of issues still need to be addressed to ensure users will be able to properly exercise these rights in practice. Our primary concerns are the lack of clarity on compensation for data holders in and the de facto exemption for medium-sized

[1] Market study into cloud services | ACM.nl

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			enterprises from the obligations in chapter 2.
Article 1	(5) 'user' means a natural or legal person**, including a data subject,** that owns, rents or leases a product or receives a **related** services; (6) 'data holder' means a legal or natural person who **-** has the right or obligation, in accordance with this Regulation, applicable Union law or national legislation implementing Union law, **to make available certain data** or **can enable access to the data** in the case of non-personal data and through control of the technical design ~~of the product and related services, the ability, to make available certain data~~ **or means of access, in the case of non-personal data**;		As also discussed in the technical workshop, there are a number of use cases for which the current definitions of user and data holder provide insufficient clarity or may apply differently than intended. With respect to the definition of user it is in particular unclear in situations where a company leases a product which is subsequently used (exclusively) by an employee. With respect to the definition of data holder we believe the interplay between this definition and article 3 should be further clarified in line with the explanation provided in the technical workshop.
Article 4(2)(a) and Article 6(2)(a)	... coerce, deceive or manipulate **in any way** the user **or the data subject where the user is not a data subject** …	... coerce, deceive or manipulate **in any way** the user **or the data subject where ~~the user is not~~ a data subject is not the user** …	We welcome these clarifications with respect to protecting data subjects which are not users, but we believe the current wording is incorrect. In our reading the current wording implies that when the user is a data subject, other data subjects may be coerced, deceived or manipulated. The determining factor

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			should not be whether the user itself is a data subject or not, but whether there are data subjects other than the user.
Article 7(1)	The obligations of this Chapter shall not apply to data generated by the use of products manufactured or related services provided by enterprises that qualify as micro or small enterprises, as defined in Article 2 of the Annex to Recommendation 2003/361/EC, provided those enterprises do not have partner enterprises or linked enterprises as defined in Article 3 of the Annex to Recommendation 2003/361/EC which do not qualify as a micro or small enterprise. **The same shall apply to data generated by the use of products manufactured or related services provided by enterprises that qualify as medium-sized enterprises as defined in that same Recommendation, for either medium-sized enterprises that meet the threshold of that category for less than one year or that where it concerns products that a medium-sized enterprise has been placed on the market for less than one year.**	The obligations of this Chapter shall not apply to data generated by the use of products manufactured or related services provided by enterprises that qualify as micro or small enterprises, as defined in Article 2 of the Annex to Recommendation 2003/361/EC, provided those enterprises do not have partner enterprises or linked enterprises as defined in Article 3 of the Annex to Recommendation 2003/361/EC which do not qualify as a micro or small enterprise. ~~**The same shall apply to data generated by the use of products manufactured or related services provided by enterprises that qualify as medium-sized enterprises as defined in that same Recommendation, for either medium-sized enterprises that meet the threshold of that category for less than one year or that where it concerns products that a medium-sized enterprise has been placed on the market for less than one year.**~~	We are concerned that a year-long exemption for all products placed into market by medium enterprises will undermine the purpose of the regulation. A large amount of enterprises classify as medium-sized and new versions of IoT-products are often put into market. This exemption would therefore allow a large number of products which are non-compliant with this chapter to be put into market, rendering the users' rights to access and share data useless for such products. Additionally, to our understanding recommendation 2003/361/EC already includes a transition period for medium enterprises that only meet the threshold of that category for a short period of time. The exemption for medium-sized enterprises that meet the threshold for less than a year is therefore not necessary
Article 9(1)	Any compensation agreed between a data holder and a data recipient for making data available **in business-to-business relations** shall be reasonable.	Any compensation agreed between a data holder and a data recipient for making data available **in business-to-business relations** shall be reasonable and linked to the costs incurred and investment	The Data Act should increase users' control over the use of their data. Allowing the data holder almost total freedom to determine compensation for the data is contrary to that goal as it

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		required for making the data available to the data recipient and which are attributable to the request.	allows the data holder to frustrate any data sharing which is not in its interest by demanding high compensation. We are concerned the current provisions regarding compensation would inadvertently perpetuate the data holder as the party with de facto control over the use of co-generated data. This is worrisome in general, but especially when the data concerned is personal data. In those cases the Data Act complements the portability right in the GDPR, allowing data holders to monetize users' portability right. The current text allows data holders to monetize individual users' (personal) data with few limits and the lack of specificity will lead to many and lengthy disputes on compensation, undermining users' right to share data. The current text seems to be fully based on the unfounded presumption that compensation disputes will resolve themselves. The term 'reasonable compensation' must be further defined. Data holders should be able to receive some return-on-investment for costs incurred to make data available, but the compensation should not be seen as paying for data itself, especially when concerning personal data.

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			We believe the most prudent way to address this issue is to require compensation to be clearly linked to costs. In any case, the current proposal is lacking on this point and as member states we cannot currently scrutinize the underlying study on which the current text is based. We eagerly await the study as it would be much-needed input for an informed discussion on this crucial topic in the Data Act.
Recital 42a	**Such reasonable compensation may include firstly the costs incurred and investment required for making the data available. These costs can be technical costs, such as the costs necessary for data reproduction, dissemination via electronic means and storage, but not of data collection or production. Such technical costs could include also the costs for processing, necessary to make data available. Costs related to making the data available may also include the costs of organising answers to concrete data sharing requests. They may also vary depending on the arrangements taken for making the data available. Long-term arrangements between data holders and data recipients, for instance via a subscription model or the use of smart contracts, could reduce the costs in regular or repetitive transactions in a**	**Such reasonable compensation may include firstly the costs incurred and investment required for making the data available. These costs can be technical costs, such as the costs necessary for data reproduction, dissemination via electronic means and storage, but not of data collection or production. Such technical costs could include also the costs for processing, necessary to make data available. Costs related to making the data available may also include the costs of organising answers to concrete data sharing requests. They may also vary depending on the arrangements taken for making the data available. Long-term arrangements between data holders and data recipients, for instance via a subscription model or the use of smart contracts, could reduce the costs in regular or repetitive transactions in a business relationship. Costs related to making data available are either specific to a particular request or shared with other requests. In the latter case, a single data recipient should not pay the full costs of**	In addition to previous remarks: This recital gives little clarity on reasonable compensation as it is a non-exhaustive list of criteria which *may* be taken into account when determining compensation. Furthermore, we do not see how and why supply and demand and the third party's use should be a factor in determining compensation. Access to the transaction is limited to the data holder and third parties that have received access at the request of the user. How can supply and demand be a factor in negotiations in such situations? Allowing the data holder to raise compensation based on the use of the data by the data recipient would allow the data holder to profit off any valuable use of the data by other parties. This would

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	business relationship. Costs related to making data available are either specific to a particular request or shared with other requests. In the latter case, a single data recipient should not pay the full costs of making the data available. Reasonable compensation may include secondly a margin. Such margin may vary depending on factors related to the data itself, such as volume, format or nature of the data, or on the supply of and demand for the data. It may consider the costs for collecting the data. The margin may therefore decrease where the data holder has collected the data for its own business without significant investments or may increase where the investments in the data collection for the purposes of the data holder's business are high. The margin may also depend on the follow-on use of the data by the data recipient. It may be limited or even excluded in situations where the use of the data by the data recipient does not affect the own activities of the data holder. The fact that the data is co-generated by the user could also lower the amount of the compensation in comparison to other situations where the data are generated exclusively by the data holder.	**making the data available. Reasonable compensation may include secondly a margin. Such margin may vary depending on factors related to the data itself, such as volume, format or nature of the data~~, or on the supply of and demand for the data.~~ It may consider the costs for collecting the data. The margin ~~may~~ shall therefore decrease where the data holder has collected the data for its own business without significant investments or may increase where the investments in the data collection for the purposes of the data holder's business are high. ~~The margin may also depend on the follow-on use of the data by the data recipient.~~ The margin may be limited or even excluded in situations where the use of the data by the data recipient does not affect the own activities of the data holder. The fact that the data is co-generated by the user ~~could~~ should also lower the amount of the compensation in comparison to other situations where the data are generated exclusively by the data holder.**	limit the data recipient in profiting off innovative use of data and thereby perpetuate the data holder as the party that can reap all the economic benefits from the use of the co-generated data. This is inconsistent with the goals of the Data Act.
Recital 43	**It is not necessary to intervene in the case of data sharing between large companies, or when the data holder is a**	**~~It is not necessary to intervene in the case of data sharing between large companies, or when the data holder is a small or medium-sized enterprise and~~**	In line with above comments.

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	small or medium-sized enterprise and the data recipient is a large company. In such cases, the companies are considered capable of negotiating the compensation within the limits of what is reasonable.	~~**the data recipient is a large company. In such cases, the companies are considered capable of negotiating the compensation within the limits of what is reasonable.**~~	
Article 13(5)	A contractual term shall be considered to be unilaterally imposed within the meaning of this Article if it has been supplied ~~**drafted in advance**~~ by one contracting party and the other contracting party has not been able to influence its content despite an attempt to negotiate it. The contracting party that supplied ~~**drafted in advance**~~ a contractual term bears the burden of proving that that term has not been unilaterally imposed.	A contractual term shall be considered to be unilaterally imposed within the meaning of this Article if it has been supplied ~~**drafted in advance**~~ by one contracting party and the other contracting party has not been able to influence its content ~~despite an attempt to negotiate it~~. The contracting party that supplied ~~**drafted in advance**~~ a contractual term bears the burden of proving that that term has not been unilaterally imposed.	We believe that, similar to consumer law, terms and conditions should always be considered unilaterally imposed. This is necessary to ensure that SMEs will actually be able to appeal to the protection provided by this article. It is unrealistic to expect SMEs to attempt to negotiate specific terms in general terms and conditions or in a 'take-it-or-leave-it' contract. Moreover, the provision 'despite an attempt to negotiate it' is ambiguous and multi-interpretable. It raises the question when such an effort would be considered serious enough to qualify as an attempt to negotiate. If the provision would be enforced unaltered, this would create a bureaucratic burden on SME to always negotiate terms and conditions / 'take-it-or-leave-it' terms and create a paper trail of said attempts. If the SME would not start negotiations, it would fall outside the scope of the article.

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			Lastly, suppliers of terms may apply standard processes in which proposals of SMEs with minor significance are honoured. As a result, the SME has successfully negotiated the term and would not be able the invoke the article.
Chapter 5			As we have repeatedly stated, the Netherlands seriously doubts whether this chapter should be part of the proposal. The necessity and subsidiarity of this chapter has been insufficiently established, while the measures lack adequate foreseeability and safeguards against potential abuse. We are concerned the proposed measures provide a very broad base for public bodies to request and use (personal) data at their own discretion, even with the amendments made in REV2. The risk of infringements to fundamental rights, among which the right to privacy and the right to property, are considerable and disproportionate to the goal of the chapter.

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			If such a mechanism to request data in cases of exceptional need is included we propose a number of amendments to limit the scope of the chapter and provide additional safeguards to mitigate the risks to fundamental rights. The Netherlands suggests the following amendments:
Article 17(2)	(d) **in case of requests made pursuant to Article 15, points (a) and (b)** concern, insofar as possible, non-personal data; **in case personal data are requested, the request should justify the need for including personal data and set out the technical and organisational measures that will be taken to protect the data;** **(da) in case of requests made pursuant to Article, 15 point (c), concern personal data only in case the data processing has a specific basis in Union or Member State law;**	(~~d~~) **~~in case of requests made pursuant to Article 15, points (a) and (b)~~** ~~concern, insofar as possible, non-personal data;~~ **~~in case personal data are requested, the request should justify the need for including personal data and set out the technical and organisational measures that will be taken to protect the data;~~** **(da) ~~in case of requests made pursuant to Article, 15 point (c),~~ concern personal data only in case the data processing has a specific basis in Union or Member State law;**	First and foremost, this chapter in itself should not constitute a legal base to process data. Public sector bodies should always have a separate specific and proportionate legal base to process data in order to invoke the created mechanism,. This would allow for a harmonized mechanism to request data across the EU, without creating substantial risks to fundamental rights. We welcome the amendment that article 15(c) requires a separate legal basis, but especially for article 15(b) we still believe the created

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			authority to process personal data is too broad.
Article 15	(a) where the data requested is necessary to respond to a public emergency; (b) where the data request ~~is limited in time and scope~~ and necessary to prevent a public emergency or to assist the recovery from a public emergency; **or** (c) where the lack of available data prevents the public sector body**,** ~~or Union institution, agency or body~~ **the Commission, the European Central Bank or Union bodies** from fulfilling a specific task in the public interest**, such as official statistics,** that has been explicitly provided by law; and (1) the public sector body ~~or Union institution, agency or body~~ **the Commission, the European Central Bank or Union body has exhausted all other means at its disposal** ~~has been unable~~ to obtain such data by alternative means, including**, but not limited to,** ~~by~~ **purchase**~~ing~~ **of** the data on the market ~~at~~ **by offering** market rates or ~~by~~ relying on existing obligations to make data available, ~~and~~ **or** the adoption of new legislative	~~(a) where the data requested is necessary to respond to a public emergency;~~ ~~(b) where the data request is limited in time and scope and necessary to prevent a public emergency or to assist the recovery from a public emergency;~~ **~~or~~** ~~(c) where the lack of available data prevents the public sector body,~~ ~~or Union institution, agency or body~~ **~~the Commission, the European Central Bank or Union bodies~~** ~~from fulfilling a specific task in the public interest~~**~~, such as official statistics,~~** ~~that has been explicitly provided by law; and~~ ~~(1) the public sector body or Union institution, agency or body~~ **~~the Commission, the European Central Bank or Union body has exhausted all other means at its disposal~~** ~~has been unable to obtain such data by alternative means, including~~**~~, but not limited to,~~** ~~by~~ **~~purchase~~**~~ing~~ **~~of~~** ~~the data on the market at~~ **~~by offering~~** ~~market rates or by relying on existing obligations to make data available, and~~ **~~or~~** ~~the adoption of new legislative measures~~ **~~which could guarantee~~** ~~cannot ensure the timely availability of the data; or~~ ~~(2) obtaining the data in line with the procedure laid down in this Chapter would substantively reduce the administrative burden for data holders or other enterprises.~~	Additionally, in line with comments previously made by Estonia we believe the scope of the chapter is too broad and that especially article 15(c) seems to establish an unreasonably extensive right of access to data. An exceptional need to use data within the meaning of this Chapter should only be deemed to exist when the data is necessary to respond to a public emergency or help to prevent a public emergency or to assist the recovery from a public emergency **and** the public sector body or Union institution, agency or body has been unable to obtain such data by alternative means, and the adoption of new legislative measures cannot ensure the timely availability of the data.

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	measures **which could guarantee** ~~cannot ensure~~ the timely availability of the data; or (2) obtaining the data in line with the procedure laid down in this Chapter would substantively reduce the administrative burden for data holders or other enterprises.	where the data requested is necessary to respond to, prevent or assist in the recover of a public emergency and the public sector body the Commission, the European Central Bank or Union body has exhausted all other means at its disposal to obtain such data by alternative means and the adoption of new legislative measures could not guarantee the timely availability of the data;	
Article 17(2)		(fa) in case personal data are requested, the requesting party shall without delay notify the independent supervisory authority responsible for monitoring the application of Regulation (EU) 2016/679 in the member state where the data holder is established. The supervisory authority can modify or reject the request in so far as the request is deemed to be in violation of Regulation (EU) 2016/679. Failure to notify the supervisory authority shall be subject to the same measures applicable to a breach of article 33 of Regulation (EU) 2016/679.	The judgement of the requests should not be left solely to the data holder. An independent body should also have the competence to reject requests that do not comply with the requirements in this chapter. Our preferred option in this regard is that the competent authority with respect to this chapter is indepent and has the competence to reject requests, especially concerning cross-border requests, and that DPAs are notified about requests that concerning personal data so that they may intervene when any requests that involve personal data.

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Article 31		3. (j) Rejecting or seeking amendments of non-compliant or unlawful requests for access to data made by public sector bodies under Chapter V.	In line with above comments on independent oversight for Chapter V
Article 22(4)	**c) return the request with duly justified reservations to the public sector body requesting the data and notify it of the need to consult the competent authority of its Member State with the aim of ensuring compliance with the requirements of Article 17. The requesting public sector body shall take the advice of the relevant competent authority into account before resubmitting the request.**	**c) return the request with duly justified reservations to the public sector body requesting the data and notify it of the need to consult the competent authority of its Member State with the aim of ensuring compliance with the requirements of Article 17. The ~~requesting public sector body shall take the~~ advice of the relevant competent authority shall be binding ~~into account before resubmitting the request~~.**	In line with above comments on independent oversight for Chapter V
Article 17		1. (f) request data under this chapter only once per instance of exceptional need 2. (g) be limited to a maximum duration of 6 months	It is important that there is a maximum term during which data can be requested for an exceptional need and requests should be limited to once per case of exceptional need. If data is needed for a prolonged period of time or repeatedly for the same purpose, a need for data is no longer exceptional or unforeseeable and the competence to request data should be provided for in a separate law.

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Chapter 6			We remain supportive of the measures in this chapter to ensure switching can take place and we welcome the minor improvements and clarifications that have been made. Nonetheless, we would like to stress that, in line with the findings from the cloud market study by the Dutch consumer and market authority, in a truly competitive cloud market users should also be able to use services from different providers next to each other. We refer to this as multi-cloud. Therefore, the provisions in this chapter and in chapter 8 should not solely focus on switching, but also facilitate interoperability and integration data processing services in a broader sense.
Article 26 (title)	*Technical aspects of switching*	*Technical aspects of switching and interoperability*	We think the title of the article should reflect the proposed inlusion of interoperability in the scope of this chapter.
Article 26(2)	For data processing services other than those covered by paragraph 1, providers of data processing services shall make open interfaces ~~publicly~~ available **to an equal extent to all their customers and the**	For data processing services other than those covered by paragraph 1, providers of data processing services shall make open interfaces publicly available ~~**to an equal extent to all their customers and the concerned destination service providers**~~ and free of	If access to open interfaces is limited to destination services, this measure would effectively only allow for switching, despite the new text mentioning interoperability. To enable (the

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	concerned destination service providers and free of charge**, including sufficient information about the concerned service to enable the development of software to communicate with the service, <u>for the purposes of portability and interoperability</u>.**	charge**, including sufficient information about the concerned service to enable the development of software to communicate with the service<u>, for the purposes of portability and interoperability</u>.**	development of) interoperable services these open interfaces should be publicly available.
Article 26(4)	Where the open interoperability specifications or European standards referred to in paragraph 3 do not exist for the service type concerned, the provider of data processing services shall, at the request of the customer, export all data generated or co-generated, including the relevant data formats and data structures, in a structured, commonly used and machine-readable format.	Where the open interoperability specifications or European standards referred to in paragraph 3 do not exist for the service type concerned, the provider of data processing services shall, at the request of the customer, export all data generated or co-generated, including the relevant data formats and data structures, in a structured, commonly used and machine-readable format and take reasonable measures to ensure the customer's data, applications and other digital assets are ported in a format which will function in the destination provider's service.	We believe that for PaaS and SaaS services where no open interoperability specifications or standards exist the switching process should have stricter requirements. Currently the only requirement is that data is exported in a 'structured, commonly used and machine-readable format'. Demanding functional equivalence may be too stringent for PaaS and SaaS services. Nonetheless, we believe the current wording provides users with few guarantees on the quality and functionality of the service after the switching process. We welcome further discussion on how this obligation can be strengthened.
Article 26 (5)		Where the open interoperability specifications or European standards referred to in paragraph 3 do not exist for the service type concerned, the provider of data processing services shall make APIs publicly available	Additionally, providers of PaaS and SaaS services where no open interoperability specifications or standards exist should make APIs publicly available for the purpose of interoperability. Third-party

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		for the purpose of interoperability. These APIs shall ensure, where technically feasible, that third-party services can interconnect with the API with the same quality as first-party services.	services should be able to interconnect with the API with the same quality as first-party services, regardless of service type. This is essential to address the technical barriers to interoperable multi-vendor cloud offerings.
Article 26A		26A *withdrawal of interoperability charges* 1. From [date X] onwards, providers of data processing services shall not impose charges for the interoperability process in excess of the costs incurred by the provider of data processing services that are directly linked to the interoperability process concerned. 2. The Commission is empowered to adopt delegated acts in accordance with Article 38 to supplement this Regulation in order to introduce a monitoring mechanism for the Commission to monitor interoperability charges imposed by data processing service providers on the market to ensure that the limitation of interoperability charges as described in paragraph 1 of this Article will be attained in accordance with the deadline provided in the same paragraph.	Financial barriers can limit the effect of interoperability provisions in the proposal. Since both portability and interoperability are of importance, financial barriers for interoperability should be addressed as well.
Chapter 7			In general, the Netherlands supports the overall aim and contents of this chapter. However, we question whether the amendments in the title and recitals

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			provide sufficient legal clarity on the scope of the proposed measures. We think that more discussion on the provisions in this chapter is necessary.
Chapter 8			We remain sceptical whether the current proposal does enough to stimulate interoperability for data sharing from IoT-products. We believe the current measures aimed at data spaces will be insufficient to ensure data sharing under chapter 2 will be technically possible in practice. We remain of the opinion that targeted measures to stimulate interoperability for data sharing from IoT-products should be included, similar to the measures aimed at interoperability for switching between data processing services.
Article 33(1a)	**Member States shall take into account the following non-exhaustive and indicative criteria for the imposition of penalties for infringements of this Regulation, where appropriate:** **(a) the nature, gravity, scale and duration of the infringement;** **(b) any action taken by the infringer to mitigate or remedy the damage caused by the infringement;** **(c) any previous infringements by the infringer;** **(d) the financial benefits gained or losses avoided by the infringer due to the**	**Member States shall take into account the following non-exhaustive and indicative criteria for the imposition of penalties for infringements of this Regulation, where appropriate:** **(a) the nature, gravity, scale and duration of the infringement;** **(b) any action taken by the infringer to mitigate or remedy the damage caused by the infringement;** **(c) any previous infringements by the infringer;** **(d) the financial benefits gained or losses avoided by the infringer due to the infringement, insofar as such benefits or losses can be reliably established;** **(e) any other aggravating or mitigating fators applicable to the circumstances of the case.**	The Netherlands thinks revenue is a factor that should be taken into account when establishing penalties, especially since the proposal will also cover very large companies for whom financial penalties have to be high in order to be sufficiently dissuasive. Although this non-exhaustive list already allows for the incorporation of revenue as a factor, but we feel this should be applied as a criterium in the whole of the Union.

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	infringement, insofar as such benefits or losses can be reliably established; **(e) any other aggravating or mitigating fators applicable to the circumstances of the case.**	(f) the annual revenue of the infringer in the Union	
Article 42	This Regulation shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union. It shall apply from [12 months after the date of entry into force of this Regulation]. **The obligation resulting from Article 3(1) shall apply to products and related services placed on the market after [12 months] after the date of application of this Regulation.** **The provisions of Chapter IV shall apply to contracts concluded after [date of application of this Regulation].**	This Regulation shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union. It shall apply from [~~12~~24 months after the date of entry into force of this Regulation]. **The obligation resulting from Article 3(1) shall apply to products and related services placed on the market after [12 months] after the date of application of this Regulation.** **The provisions of Chapter IV shall apply to contracts concluded after [date of application of this Regulation].**	The implementation period should be 24 months rather than the proposed 12 months. We understand the ambitions to have chapter 6 apply sooner than 24 months after entry into force. Nonetheless, our experience from the acts we are currently implementing, such as the DGA and DSA, is that 24 months is necessary for proper implementation, regardless of priority given to the implementation.

Kindly indicate the Member State you are representing in the Title and when renaming the document. For specifying the relevant provision, please indicate the relevant Article or Recital in 1st column and copy the relevant sentence or sentences as they are in the current version of the text in 2nd column. For drafting suggestions, please copy the relevant sentence or sentences from a given paragraph or point into the 3rd column and add or

remove text. **Please do not use track changes**, but highlight your additions in yellow or use ~~strikethrough~~ to indicate deletions. You do not need to copy entire paragraphs or points to indicate your changes, copying and modifying the relevant sentences is sufficient. For providing an explanation and reasoning behind your proposal, please take use of 4th column.