

## **Public Consultation on the Draft Order for the Approval of the Validity Conditions for the Gas Supply License**

(Proiectul de ordin privind aprobarea condițiilor de valabilitate  
a licenței de furnizare a gazelor naturale)



### **EFET comments – 2 January 2018**

As EFET<sup>1</sup> we are glad to continue our conversation with your office on important market design matters. We are convinced Romania is running a momentous transformation, also thanks to the support of the European Commission and the CESEC initiative, and we would like to see this momentum deliver the much-needed gas market reforms and the correct implementation of the Third Energy Package.

In responding to this consultation, we cannot avoid doing two things:

- Referring to our past responses on the development of the Romanian gas hub and to any position related to the Government Emergency Ordinance 64/2016, either in its existing form or in the amended version currently being debated by the National Parliament;
- Referring to the Energy Community non-paper on the Harmonization of licensing regimes in electricity and gas presented during the last CESEC stakeholder event held in Brussels on December 4<sup>th</sup> 2017.

With respect to the first point, we would like to remind you that, in an illiquid gas market like Romania, any regulatory measure that will unnecessarily limit the commercial freedom of the market players, either in pre-determining the delivery point, or the trade location, of their supply contracts and/or their trades, or the contractual form they elect to use with their customers, will most likely deter the participation of new players, ultimately stiffening the development of competition and harming consumers.

<sup>1</sup> The European Federation of Energy Traders (EFET) promotes competition, transparency and open access in the European energy sector. We build trust in power and gas markets across Europe, so that they may underpin a sustainable and secure energy supply and a competitive economy. We currently represent more than 100 energy trading companies, active in over 27 European countries. For more information: [www.efet.org](http://www.efet.org).

With respect to the second one, we would like to strongly encourage paying consideration to the principles contained Energy Community Secretariat's proposal for a Draft Decision on licensing regimes:

- **No need for a license for wholesale market activities**, entailing inter alia no obligation to establish a local seat, branch, subsidiary or any other establishment, while clarifying that undertakings should nonetheless fully comply with the legislation and regulatory rules of the jurisdiction where the supply of electricity and/or gas takes place, including the applicable market and balancing rules as well as rules on taxation;
- **Mutual recognition for a license for sales to end users**, whereby undertakings engaged in the activity of supply to final customers in electricity and/or gas shall not be required to obtain an administrative license issued by a national regulatory authority or any other national authority as a precondition for performing such activity to the extent such license was issued by a Contracting Party or Member.

Ignoring these principles will put Romania on a regulatory counter-trend which will seriously slow the development of its gas market compared to other national markets in the region. For your information, we have attached to this message our letter to the Energy Community on this matter – see Annex I.

More specifically on your proposal, we would like to refer to the Annex II to this letter where comments on the individual articles are put forward, noting that they all rest on the above as well as on the following considerations:

- **Many of the provisions are redundant and cover areas and aspects that are better dealt with by other legal and regulatory norms.** This is true for any reference to fiscal obligations, guarantees towards TSOs, rights and obligation towards customers, information disclosure requirements and relevant judiciary or arbitral bodies. Legal duplication would most likely generate legal chaos, possibly leading to conflicting interpretations, and should be avoided. A general reference to already existing legislation would provide much more clarity and be sufficient, as for instance is done in Article 17 of the proposal;
- **Some provisions lack clarity and/or ill-defined, potentially opening to unintended consequences**, like room for elusion from the side of the market undertakings or unpredictable interpretations on the side of regulatory bodies. This is the case for instance with the clauses on the information systems which, given their vagueness could easily spark open-ended interaction before an agreement on compliance is reached;

- **The text that is being consulted upon should limit itself to the mere procedural aspects necessary to obtain a license, the definition of the activities allowed or not allowed under such license, and eventually the consequences of operating without a license or in infringement of the rights and obligations entailed by the license.** Any further element will most likely lead to the problems outline in the point above.

While we hope our comments are well received and taken into account, we remain available to continue our exchange of views and to engage in future constructive discussions.

## ANNEX I



Amstelveenseweg 998  
1081 JS Amsterdam  
+31 20 520 7970  
secretariat@efet.org  
www.efet.org

European Commission  
Directorate-General for Energy, CESEC Team  
Cc: Energy Community Secretariat, CESEC Team

Via e-mail: [ENER-B2-GAS-TEAM@ec.europa.eu](mailto:ENER-B2-GAS-TEAM@ec.europa.eu); [nina.grall@energy-community.org](mailto:nina.grall@energy-community.org)

22 December 2017

### **EFET comments to the Energy Community Secretariat proposal for Harmonization of Licensing Regimes**

Dear Madams and Sirs,

**EFET welcomes the Decision proposal licensing regimes harmonization in all of the Title III Countries of the Energy Community Treaty and believes the text provides a sound and balanced starting point to ensure that licenses do not amount to barriers to trade and to competition.** In particular, we appreciate the proposal of having no licensing requirements for wholesale market activities and the acknowledgment of the principle of mutual recognition for “sales to end users” licenses.

Our association has, on numerous occasions, highlighted licensing procedures in the region as one of the major barriers for accessing the market and for the development of competition<sup>2</sup>. We believe that the comprehensive overview of the potential solutions now under consultation matches most of our analysis and points at the most relevant critical aspects, such as taxation or local seat requirements. However, we appreciate that the effective introduction of the suggested recommendations will

<sup>2</sup> EFET compendium on obstacles to trade:

<http://www.efet.org/Files/SEE%20EC%20market%20distortions%20EFET%20compendium%20Part1.pdf>

require deep legislative changes. This implies close involvement of the national political level in the reforming process. Inter alia, this is so also because many of the requirements framed into the licensing regime do not stem out from energy law but also from corporate law. This is particularly true for provisions necessitating a local seat. As a consequence, once established licensed entities may also become subject to other widely applied legislative measures which are not directly energy related, potentially creating additional administrative burdens and risks<sup>3</sup>.

A harmonized approach to licensing for power and gas trading could greatly contribute to regional market integration and foster liquidity. The administrative burdens of the licensing process in many countries, the diversity of documentation requested, and the arbitrariness of interpretation given to these processes by relevant regulatory authorities do not only discourage, but in some instances prevent new market entries. Introducing a 60 days limit beyond which a “no response” from the regulatory body in charge to issue a license is deemed approval would already represent a major improvement in many countries.

The idea of financial neutrality of lifting the license for both the NRAs and state budgets is an understandable approach, but the underlying differences in financial burdens to be born in each country may limit the possible scope of market integration. Recognizing the need for reaching a compromise in such issues as fiscal neutrality, we suggest a more detailed overview of to what extent the licensing fees in different countries are financing the operations of an NRA and to what extent they are a revenue stream to the national budgets.

In general, we favour delinking any financial contributions to the funding of NRAs from the licensing process itself (other than those related to the efficiently incurred costs of issuing a license), with funding being secured through network charges, possibly recovered as close to end users as possible to avoid any distorting effect on trading activities. However, in the absence of such an approach greater consistency in how license based funding is secured would be welcome.

For the benefit of streamlining and speeding up the process, we would like to encourage a detailed analysis of the national barriers that sum up to what is now perceived as a “licensing” market entry barrier. Many of the documents and obligations in the licensing procedures come from different national laws, including fiscal provisions (e.g. customs, VAT, local establishment obligation). A clear overview of the underlying reasons for having different licensing requirements in each country, would support proper identification of the parties that need to be involved in the harmonization process.

<sup>3</sup> For example in Slovakia where disproportionate and burdensome anti-money laundering obligations have been applied to licensed wholesale energy suppliers.

Also, national reporting obligations stemming from licensing also represent a significant administrative burden and equal attention should be paid to these, particularly in respect of avoiding duplicate reporting of information that is available to NRAs under REMIT.

While this represents the core of our observations and contribution, we remain available to engage in discussions and support the process to the greatest extent possible.

We thank you for your kind attention.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Davide Rubini', written in a cursive style.

Davide Rubini  
Vice-Chairman

EFET Task Force Central  
and South Eastern Europe Gas (TF CSEE-G)

**ORDER no. ....../.....**  
**regarding the approval of the framework-conditions of validity related to the natural  
gas supply license**

Considering art. 119, point 3 letter a) of the Law on electricity and natural gas no. 123/2012, as further amended and supplemented, as well as art. 18 of the Regulation regarding the granting of the provider permits and of natural gas licenses, approved by ANRE president order no. 34/2013, as further amended and supplemented,

pursuant to art. 5 para. (1) letter a) and to art. 10 para. (1) letter c) of the Government Emergency Ordinance no. 33/2007 regarding the organization and functioning of the National Energy Regulatory Authority, approved with amendments and supplementations by Law no. 160/2012,

the president of the National Energy Regulatory Authority is issuing this order

**Art. 1.** – (1) The framework-conditions of validity related to the natural gas supply license, provided in the annex that is an integral part of this order, are approved.

(2) The holders of the gas supply licenses will comply with the framework-conditions of validity related to the natural gas supply license indicated in the annex to this order.

**Art. 2.** - The holders of the gas supply licenses will observe the provisions of this order, and the directorates of the National Energy Regulatory Authority will monitor such observance.

**Art. 3.** – At the enforcement of this order, Annexes 2.1 and 2.2 to the ANRE president's decision no. 1271/2004, published in the Official Gazette of Romania, Part I, no. 1165 of 09 December 2004, as amended, are repealed.

**Art. 4.** – This order is published in the Official Gazette of Romania, Part I.

**President of the National Energy Regulatory Authority**

**DUMITRU CHIRIȚĂ**

**General Directorate for Technical Regulations, Licenses, Permits**

**Managing Director**

Otilia MARIN

**Directorate for Licenses, Permits**

**Manager**

Alexandru MOLNAR

**Service for Gas Licenses and Permits**

**Head of the Service**

Ecaterina HOFFMANN

**Legal Directorate**

**Legal Advisor**

**ANNEX**

**CHAPTER I**

**General Provisions**

**Art. 1.** This document lays down the conditions of validity of the license granted for the gas supply activity, hereinafter called License, and it is an integral part of the license.

**Art. 2.** The object of the License is the granting of rights and the laying down of obligations for the License holder, for the performance of the activities of gas supply, exclusive of LNG.

**Art. 3.** The License holder's activities regarding the consultancy, the financing and the execution of works to their customers, which are not specific to the supply activity, are not the object of the License.

**Art. 4.** The License holder has the obligation to comply with these License Validity Conditions, hereinafter called Conditions.

**Art. 5.** (1) In the sense of these Conditions, the following terms and abbreviations are defined as follows:

1. ANRE – National Energy Regulatory Authority;
2. Law – Law on electricity and natural gas no. 123/2012, as further amended and supplemented;
3. Regulation – Regulation regarding the granting of the provider permits and of the licenses in the gas sector, approved by ANRE president's order no. 34/2013, as further amended;

(2) The terms and phrase at paragraph (1) are completed by the terms defined by the Law.

**Art. 6.** The License holder cannot hold, at the same time, more than one license of gas supply.

The general provisions should take into account the differentiation between various businesses model and the different undertakings present in the gas markets. Failing to acknowledge these differences will most likely generate excessive regulatory burdens for some or ill-tailored ones for others

## **CHAPTER II**

### **Rights of the License Holder**

**Art. 7.** During the validity of the license, the License holder benefits from the rights laid down by the Law, as well as by the legislation applicable to their activity.

**Art. 8.** In accordance with the specific regulations, the License holder has the right to perform the gas supply activity by operations/transactions of:

- a) sale of gas to end customers;
- b) sale-purchase of gas on the centralized gas market;
- c) sale-purchase of gas by import/export operations.

To bring Romania in line with the regulation present in the most advanced European gas markets no license to perform activities on the wholesale market should be required. The licensing requirement should NOT identify a specific trading location. Point b should therefore be repealed and point c treated separately from point a, should a license to import and/or be deemed necessary by the legislator

**Art. 9.** The License holder has the right:

- a) to receive the equivalent value of the gas supplied in regulated conditions, in accordance with the ANRE-approved regulations;

b) to receive the equivalent value of the natural gas supplies, in accordance with the freely negotiated contracts made with the end customers who opt for such contracts and/or with other suppliers;

c) to receive the equivalent value of the gas supplies on the centralized market of natural gas and by import/export operations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 10.** The License holder has the right to request to the holders of licenses for the operation of systems in the gas industry that they limit and/or suspend the supply of gas to their customers, according to the conditions specified in the concluded contracts, in line with the ANRE-approved regulations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by the network code of the national TSO

**Art. 11.** The License holder has right of access to the equipment of the holders of the operating licenses for the natural gas systems, in order to check the indication of the gas metering systems/ means/ equipment used in the settlement.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by the network code of the national TSO

**Art. 12.** Where ANRE appoints the License holder as supplier of last resort, they have the right to receive the equivalent value of the natural gas supplied to the end customers, in accordance with the ANRE-approved regulations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 13.** The License holder has the right to terminate the supply contract solely in the situations provided by the legislation in force and in the ANRE regulations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 14.** In order to perform the activity of gas supply to the end customers, the license holder has the right to conclude contracts with the holders of the licenses for operation of the systems in the gas sector, in accordance with the ANRE-approved framework-contracts.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 15.** In accordance with the regulations in force, the License holder has the right to refer to ANRE for the resolution of:

- a) the wholesale and retail market disputes occurring among the participants on the gas market;
- b) the errors that may occur when concluding the contracts in the gas sector.

Point a should not form part of this act as wholesale disputes are generally dealt with by arbitral tribunals and dispute resolution mechanisms are defined by contractual arrangements. Point b is excessively vague and its scope is possibly covered by other legal instruments

**Art. 16.** ANRE decisions regarding the amendments, suspension or withdrawal of the License, as well as the decisions regarding the application of penalties, generated by the breach of these Conditions or of the Law, may be contested by the License holder at the administrative court, in accordance with the law.

### **CHAPTER III**

#### **Obligations of the License Holder**

**Art. 17.** During the validity of the License, the License holder has all the obligations laid down by the Law, by the applicable legislation and by the regulations in force approved by ANRE.

**Art. 18.** (1) During the whole validity of the License, the License holder will observe the provisions of:

- a) the License, as well as of the related conditions;
- b) the Law;
- c) the ANRE-issued regulations;
- d) the directly applicable European regulations;
- e) the standards and other normative acts in force in the gas sector or enforced by the normative framework in force.

(2) On the written request of ANRE, the License holder participates, in accordance with the conditions of the request, in the drafting or revision of the regulations approved by ANRE or of any other normative acts in the gas sector.

**Art. 19.** (1) The License holder has the obligation to supply gas to an end customer only after concluding a supply contract, except for the situations distinctly regulated by ANRE, in accordance with the Law.

(2) The License holder has the obligation to amend, to complete or to update, by addenda, the supply contracts or their annexes, in accordance with the regulations in force, every time when the amendment of contract elements or the detailing/supplementation of contractual clauses is required.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 20.** The License holder is not allowed to submit proposals and to make contracts that include provision contrary to the License obligations or to the ANRE regulations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 21.** Prior to exercising the right under art. 10, in relation to the defaulting end customers, the License holder is required to act in accordance with the ANRE-approved regulations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 22.** The invoices issued to the end customers by the License holder must comply with the applicable provisions issued by the competent authorities.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 23.** According to the modality of concluding the gas supply contract, the end customer receives invoices issued in accordance with the ANRE-approved regulations.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 24.** The license holder is required to transfer to the relevant institutions, in accordance with the normative acts in force, the collected taxes and dues.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art.25.** The License holder has the obligation to perform the gas supply activity based on commercial contracts, in accordance with the legal provisions in force.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 26.** The License holder has the obligation to register as participant on the centralized markets, except for the balancing market, in accordance with the ANRE-approved regulations.

We contest any obligation to register as participant to the centralized markets. Where and how to trade should form part of the fundamental commercial freedom of the undertakings

**Art. 27.** The License holder will maintain a system by which they can receive information from any stakeholder, regarding any situation or circumstances likely to have an impact on the safety, security and continuity of gas supply, and they will communicate the received information to the holders of licenses for operation of the systems in the gas sector. This system will also be implemented in the single points of contact.

We strongly recommend deleting this provision sticking to the definition of the rights and obligations of the commercial undertakings without norming how such rights and obligation are performed. The vagueness of this provision is likely to generate major interpretative hiccups, possibly amounting to the arbitrariness of decision of the relevant regulatory authority called to judge upon compliance with this requirement. The same holds true for the following article.

**Art. 28.** The system laid down in accordance with art. 27:

- a) operates free of charge;
- b) ensures the quick and efficient processing of the received information.

**Art. 29.** (1) In accordance with the Law, the License holder who supplies gas to household customers has the obligation to establish and to preserve the functional nature of single points of contact that coordinate the regional/local information points, the distance provided by the Law for them being calculated by using the shortest route by way of the public network/infrastructure of road or railway transport.

(2) On request from ANRE, the License holder has the obligation to submit the list of the single points of contact and of the regional/local information points within 5 days after the request.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 30.** In case of performing the activity of supply on the regulated market, the License holder has the obligation of not purchasing works, products or services from other economic operators, if the costs generated by such purchases exceeded the level of the costs relating to the same types of purchases, performed by oneself and registered by the beneficiary economic operator in the previous year(s), updated by the date of the analysis.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national

**Art. 31.** The License holder, including through the territorial structures, has the obligation to supply any information, records and documents requested by the ANRE representatives, in accordance with the Law.

Content of this article is possibly covered by article 17 and 18

**Art. 32.** In accordance with the regulations in force and with the concluded contracts, the License holder has the obligation to keep a system of communication/notification with the clients, with the holders of licenses for the operation of systems in the gas sector, for the administration of the natural gas market and with ANRE.

We strongly recommend deleting this provision sticking to the definition of the rights and obligations of the commercial undertakings without norming how such rights and obligation are performed. The vagueness of this provision is likely to generate major interpretative hiccups, possibly amounting to the arbitrariness of decision of the relevant regulatory authority called to judge upon compliance with this requirement. The same holds true for the following article.

**Art. 33.** The License holder has the obligation to notify ANRE with regard to the intend to modify the object of activity of a company in which they hold shares or equity interest and which is to perform activities in the gas sector, within 15 days after the adoption of such a decision.

Any such requirement should be limited to activities and legal entities relevant for the Romanian gas market. Also, a deadline of 15 days seems extremely strict and we recommend moving it to at least 45 days

**Art. 34.** The License holder will disclose any change of address or of telephone number of the service that ensures the system of communication with the customers, instituted in accordance with art. 28.

It is recommended to include a 45 days deadline to comply with the above requirement

**Art. 35.** The License holder has the obligation to notify ANRE within 15 days after the adoption of a decision to:

- a) change/establish/close down the main or secondary office(s), the single points of contact, the local/regional information points;
- b) change the shareholding or share capital structure;
- c) change the legal form;
- d) change the contact data.

It is recommended to include a 45 days deadline to comply with the above requirement

**Art. 36.** The License holder has the obligation to notify ANRE within minimum 15 days after the adoption of the decision, with regard to the intent to establish a new economic operator or a new branch having as object the performance of activities in the gas sector, if:

- a) it belongs fully to the License holder;
- b) the License holder holds shares or equity interest of it;
- c) it belongs partially or fully to an economic operator affiliated (related)/integrated with the License holder;
- d) amendment of the contact data.

Any such requirement should be limited to activities and legal entities relevant for the Romanian gas market. Also, a deadline of 15 days seems extremely strict and we recommend moving it to at least 45 days

**Art. 37.** The License holder is not allowed to engage in anticompetitive practices on the gas market, nor are they allowed to prevent or try to prevent, illicitly, other license holders or potential competitors from engaging in the gas supply activity, in accordance with the legal provisions regarding competition.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

**Art. 38.** The cross-subsidy between the regulated activities, as well as the regulated and non-regulated activities is not allowed for the License holder.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

#### **CHAPTER IV** **Establishing and Maintaining the Financial Resources**

**Art. 39.** (1) In accordance with the Law requirements, the license holder is required to maintain the financial resources necessary for the participation on the centralized market of natural gas and for safeguarding the continuity of performance of the activity of gas supply to the end customers.

(2) The financial resources under para. (1) are established in accordance with the regulations in force, applicable to the participants on the natural gas market.

(3) Irrespective of the form in which the financial resources are established, their amount shall not be, at any moment, lower than the amount of the funds required for the execution for 60 calendar days of the contracts in progress.

This article may be unnecessary as it covers rights well protected by the contractual arrangements of the undertakings as well as by provisions likely present in other national laws and regulations

(4) At any time, during the validity of the license, ANRE may request to the license holder documents that prove the establishment and the maintaining of the financial resources provided under para. (1).

(5) ANRE may request to the license holder to revise the form and value of the financial resources, if the conditions considered at the delivery of the license change.

#### **CHAPTER V**

##### **Penalties**

**Art. 40.** The non-fulfilment and/or the incorrect fulfillment of these Conditions is subject to penalties, in accordance with the Law.

#### **CHAPTER VI**

##### **Suspension/ Withdrawal of the License**

**Art. 41.** (1) ANRE may suspend/withdraw the license in the cases provided in the Regulation, by acting in accordance with its provisions.

(2) ANRE communicates to the License holder the suspension/withdrawal of the License, the suspension/withdrawal reasons, as well as the conditions that the License holder is required to fulfil in order to terminate the suspension.

(3) ANRE may order the discontinuance of the License suspension once the License holder proves that they fulfil the requirements for the cessation of the suspension.

## **CHAPTER VII**

### **License Modification**

**Art. 42.** (1) Following a written request from the License holder or on its own discretion, ANRE may modify the License, by acting in accordance with the provisions of the Regulation.

(2) In case of amendments in the articles of association of the License holder, amendments entailed by the merger, division, transformation or change of name, ANRE examines the request of modification and the attached documentation and, if the request is reasonable, orders, as applicable:

- a) the modification of the License;
- b) the granting of a new license.

**Art. 43.** The License modifications initiated by ANRE following the change in the conditions existing on the day when it is granted (primary and secondary legislation and court decisions) or following events that have a substantial impact on the gas market will be notified to the License holder, in accordance with the Regulation provisions.

## **CHAPTER VIII**

### **Means of Communication**

**Art. 44.** (1) Any requested communication or other piece of information, the transmission of which is allowed under the present Conditions, will be performed in writing, in Romanian, and it may be sent by fax or e-mail, provided that, in the cases described by the regulations in force or in the requests sent by ANRE, the original document is submitted directly or by postal services to the ANRE office.

(2) The License holder may request to ANRE the use for communication of a mailing address different from the one of the registered office, if it is registered as company work site.

## **CHAPTER IX**

### **Tariffs and Taxes**

**Art.45.** (1) During the whole validity of the License, the License holder will pay the taxes and tariffs established by order of the ANRE president. The failure to pay them by the terms laid down in the regulations in force may result in the suspension of the License.

(2) If the License holder does not pay the amounts owed under para. (1) within one year after the issuing of the invoice, ANRE may withdraw the license.

Content of this article is possibly covered by article 17 and 18