



UNIVERSITEIT VAN AMSTERDAM  
Amsterdam School of Economics

# CSR by Joint Agreement

Prof. dr. Maarten Pieter Schinkel  
(based on joint work with Yossi Spiegel and Leonard Treuren)

BECCLE seminar *Sustainability and Competition Law – A Conflict?*

Thursday April 7, 2022





CORPORATE GOVERNANCE

## Business Roundtable Redefines the Purpose of a Corporation to Promote 'An Economy That Serves All Americans'

AUG 19, 2019

Updated Statement Moves Away from Shareholder Primacy, Includes  
Commitment to All Stakeholders

WASHINGTON – Business Roundtable today announced the  
release of a new Statement on the P  
signed by 181 CEOs who commit to  
the benefit of all stakeholders – cust  
suppliers, communities and shareh

Since 1978, Business Roundtable ha  
Principles of Corporate Governance.  
document issued since 1997 has en

THE HBR INTERVIEW

## Unilever CEO Paul Polman

# Captain Planet

PAUL POLMAN isn't afraid to shake things up. Since taking over as CEO of  
Unilever, in 2009, he has transformed the Anglo-Dutch multinational into  
one of the world's most innovative corporations. He did away with earnings  
guidance and quarterly reporting, and tells hedge funds they aren't wel-  
come as investors. And last year he launched an ambitious plan to double  
revenue by 2020 while halving the company's environmental impact.

If he succeeds, he could be a model for other CEOs. But if Unilever falters,  
he knows, the critics will call for his head. In this edited interview with HBR  
editor in chief Adi Ignatius, Polman discusses the challenges of leading a  
socially driven mission while protecting his company's core.

HBR: What motivated you to launch such an  
aggressive long-term plan?

How far up and down the supply chain are you  
willing to look?

# Harvard Business Review

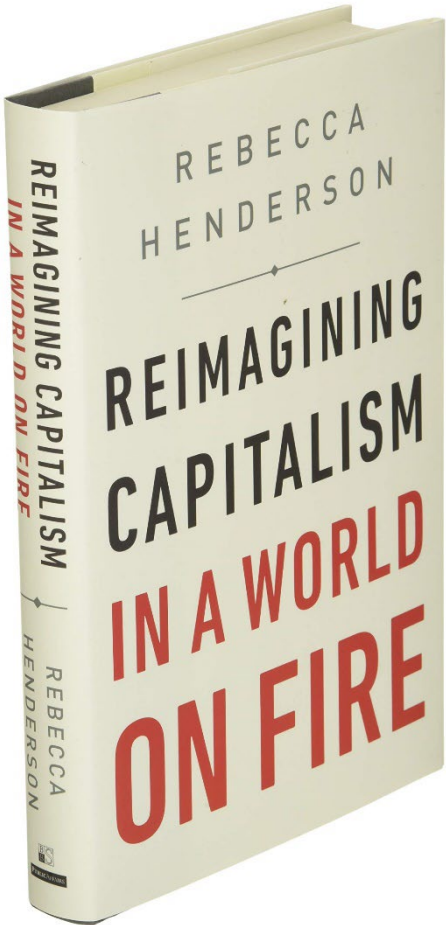
HBR.ORG

APRIL 2014  
REPRINT R1404E

SPOTLIGHT ON PRACTICAL SUSTAINABILITY

## The Collaboration Imperative

New partnership models can protect the  
environment and create value for everyone.  
by Ram Nidumolu, Jib Ellison, John Whalen,  
and Erin Billman







Contents lists available at ScienceDirect

## Resource and Energy Economics

journal homepage: [www.elsevier.com/locate/ree](http://www.elsevier.com/locate/ree)



# Collective voluntary agreements to eliminate polluting products

Rasha Ahmed<sup>a,\*</sup>, Kathleen Segerson<sup>b</sup>

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### ARTICLE INFO

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### ABSTRACT

Recently some industries have collectively agreed not to produce models of a product that do not meet an environmental standard. We present a model to examine a voluntary agreement of this type. The conditions under which an agreement is profitable include the stringency of the agreement, the relative performance of the greener



## Competition Law, Climate Change & Environmental Sustainability

*“This innovative book provides rich inspiration for policymakers when defining the important role of competition law in achieving a more sustainable economy.”*

**Alan Jope, CEO, Unilever**

*“This book provides innovative and fresh perspectives to one of the most pressing debates in contemporary competition law.”*

**Marc Van der Woude,  
President, General Court  
of the EU**

*“This groundbreaking book offers rare insights from industry leaders*



## Guidelines

### Sustainability agreements

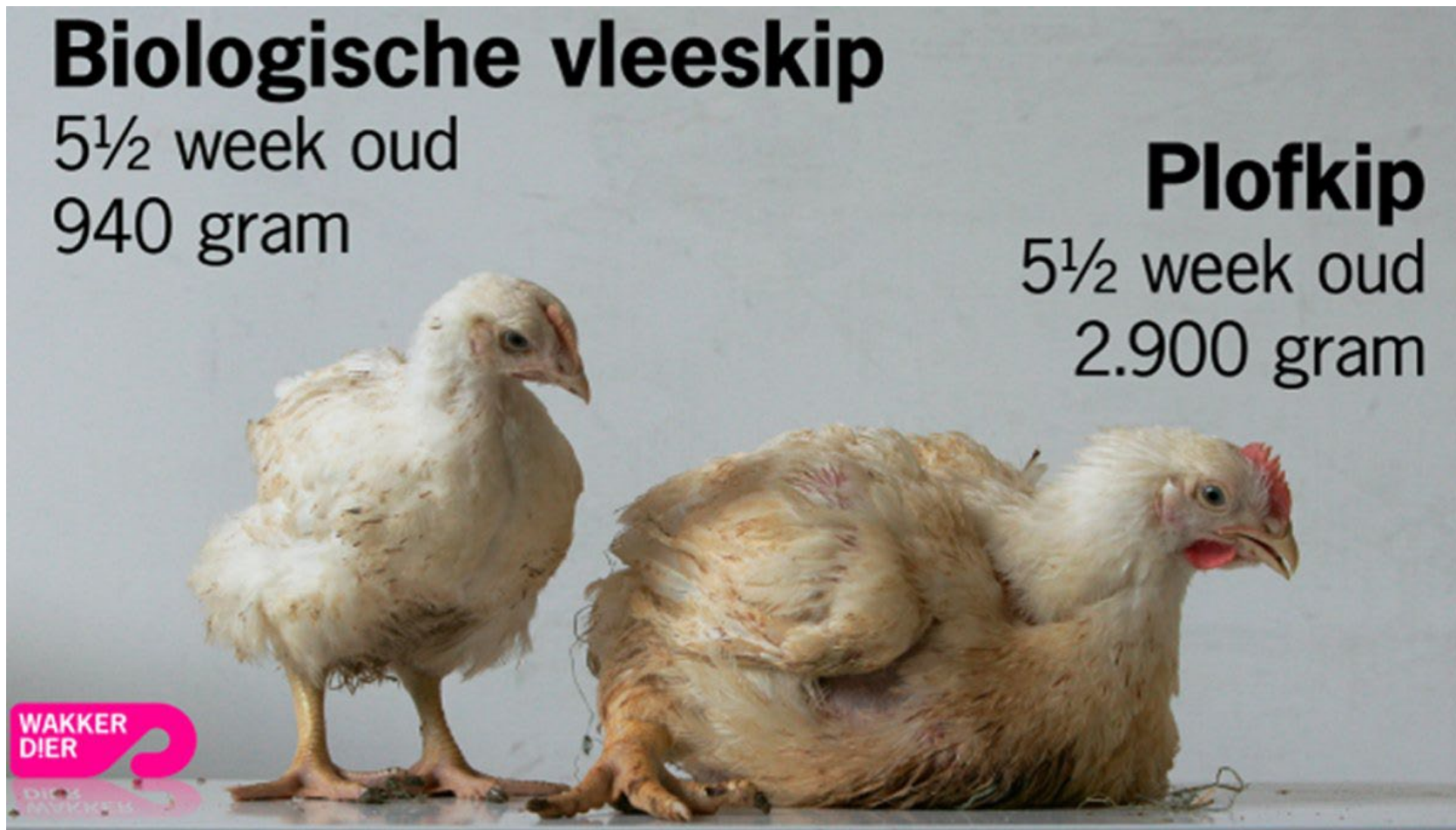
Opportunities within competition law

DRAFT

## ‘National Energy Agreement’ (2013)



## ‘The Chicken of Tomorrow’ (2015)





## Cartel exemption - Article 101(3) TFEU

3. The provisions of paragraph 1 may, however, be declared inapplicable in the case of:

- any agreement or category of agreements between undertakings,
- any decision or category of decisions by associations of undertakings,
- any concerted practice or category of concerted practices,

which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not:

- (a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;
- (b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.





# Sustainability and Cartel Law



Source: <https://chillingcompetition.com/2019/12/12/chillincompetition-conference-2019-the-videos/>

# Competition contributing to the European Green Deal

#EUGreenDeal



*Competition Policy and the Green deal Conference, 4 February 2021*

[https://ec.europa.eu/competition/information/green\\_deal/](https://ec.europa.eu/competition/information/green_deal/)



English 

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[Home](#) > [Press corner](#) > [Antitrust: Commission invites comments](#)



Available languages: English ▾

Press release | 1 March 2022 | Brussels

# Antitrust: Commission invites comments on draft revised rules on horizontal cooperation agreements between companies

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The European Commission has launched today a public consultation inviting all interested parties to comment on two draft revised Horizontal Block Exemption Regulations on Research & Development (“R&D”) and Specialisation agreements (“R&D BER” and “Specialisation BER” respectively, together “HBERs”) and the draft revised Horizontal

conditions offered by insurance undertakings. Those comparisons in turn facilitate switching between insurance undertakings and thus enhance competition. Furthermore the switching of providers, as well as market entry by competitors, constitutes an advantage for consumers. The fact that the consumer association has participated in the process could, in certain instances, increase the likelihood of those efficiencies which do not automatically benefit the consumers being passed on. The standard policy conditions are also likely to reduce transaction costs and facilitate entry for insurers on a different geographic and/or product markets. Moreover, the restrictions do not seem to go beyond what is necessary to achieve the identified efficiencies and competition would not be eliminated. Consequently, the criteria of Article 101(3) are likely to be fulfilled.

## 9. SUSTAINABILITY AGREEMENTS

### 9.1. Introduction

541. This Chapter focuses on the assessment of agreements between competitors that pursue one or more sustainability objectives ('sustainability agreements').
542. Sustainable development is a core principle of the Treaty on European Union and a priority objective for the Union's policies<sup>309</sup>. The Commission committed to implement the United Nation's sustainable development goals<sup>310</sup>. In line with this commitment, the European Green Deal sets out a growth strategy that aims to transform the Union into a fair and prosperous society, with a modern, resource-efficient and competitive economy, where there are no net emissions of greenhouse gases from 2050 onwards and where economic growth is decoupled from resource use<sup>311</sup>.
543. In broad terms, sustainable development refers to the ability of society to consume and use the available resources today without compromising the ability of future generations to meet their own needs. It encompasses activities that support economic, environmental and social (including labour and human rights) development<sup>312</sup>. The notion of sustainability objective therefore includes, but is not limited to, addressing climate change (for instance, through the reduction of greenhouse gas emissions), eliminating pollution, limiting the use of natural resources, respecting human rights, fostering resilient infrastructure and innovation, reducing food waste, facilitating a shift to healthy and nutritious food, ensuring animal welfare, etc.<sup>313</sup>.

<sup>309</sup> Article 3 TEU.

<sup>310</sup> The 2030 Agenda for Sustainable Development, adopted by all United Nations Member States in 2015..

<sup>311</sup> Communication from the Commission to the European Parliament, the European Council, the Council, the European Economic and Social Committee and the Committee of the regions. The European Green Deal COM/2019/640 final.

<sup>312</sup> See for example, UN Resolution 66/288 adopted by the General Assembly on 27 July 2012

<sup>313</sup> The 2030 UN Agenda for Sustainable Development identifies 17 Sustainable Development Goals (including, for example, Goal 7: ensure access to affordable, reliable, sustainable and modern energy; Goal 9: build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation; Goal 13: take urgent action to combat climate change and its impacts); and 169 targets (including, for example, Target 9.1: develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all; and Target 13.1: strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countries).



## Where regulation fails ...

- ... because it is constrained; incomplete; inflexible; slow; lacks political will
- Coordination may help an industry to move to more sustainable production, reduce externalities and improve upon the under-provision of public goods in competition
- Companies arguably have superior knowledge how to do this
- Competition agencies are well equipped to do cost-benefit analysis, environmental economics-style
- N.B. The debate is about implementation of more responsible business methods, not R&D or standards

## Key Premise behind ‘Green Antitrust’

- Competition and sustainability can be in conflict – standard Public Economics
- **Restrictions of competition will stimulate sustainability initiatives**
  - Exemption of horizontal agreements under Article 101(3) TFEU
  - Green merger efficiencies
  - Green abuse of dominance – exclusion of a polluting rival?
- Should we expect companies to take more corporate social responsibility (CSR) in cooperation than in competition? Conditions? ‘First Mover Disadvantage’ (FMD)
- Focus on sustainability – fighting climate change – CO<sub>2</sub>-reductions
- For a review, see:

## Green Antitrust: Friendly Fire in the Fight Against Climate Change

MAARTEN PIETER SCHINKEL\* AND LEONARD TREUREN\*\*

University of Amsterdam

People of the same trade seldom meet together, even for merriment and diversion, but the conversation ends in a conspiracy against the public, or in some contrivance to raise prices... But though the law cannot hinder people of the same trade from sometimes assembling together, it ought to do nothing to facilitate such assemblies; much less to render them necessary.

Adam Smith, *An Inquiry into the Nature and Causes of the Wealth of Nations* (first published 1776), Book I, Chapter 10.

### I. Introduction

The urgency of the climate crisis and the apparent failure of many governments to meet the Paris Agreement objectives have led inspired competition law scholars to push for “green antitrust policy”.<sup>1</sup> The idea behind this movement is to revise the competition rules, as far as they may stand in the way of companies

\* Professor of Economics, University of Amsterdam: [m.p.schinkel@uva.nl](mailto:m.p.schinkel@uva.nl). His research interests and teaching are in industrial organisation, competition policy and regulation, in particular cartel behaviour and enforcement.

\*\* PhD candidate, University of Amsterdam: [l.m.treuren@uva.nl](mailto:l.m.treuren@uva.nl). He works in industrial organisation, with a focus on competition policy, in particular investigating product and labour market effects of cartels and mergers. Parts of this paper were previously published in Dutch as one of the KVS Preadviezen titled “Beter geen mededingingsbeperkingen voor duurzaamheid.” In MA Haan and MP Schinkel (eds), KVS Preadviezen 2020 Mededingingsbeleid (Koninklijke Vereniging voor de Staatshuishoudkunde 2020).

<sup>1</sup> See Christopher Townley, *Article 81 EC and Public Policy* (Hart Publishing 2009); Suzanne Kingston, *Greening EU Competition Law and Policy* (CUP 2011); Giorgio Monti, “Four options for a greener competition law” (2020) 11(3) – (4) JECL & Pract.

Updated version available on SSRN, as:  
“Green Antitrust: (More) Friendly Fire in  
the Fight against Climate Change”

## CSR and joint agreements

- Friedman (1970)
- Baron (2001), McWilliams and Siegel (2001) – strategic CSR
- Bénabou and Tirole (2010), Hart and Zingales (2017) – CSR incentives
- Delmas and Montes-Sancho (2010), Flammer (2015a), Aghion et al (2020) – competition, empirics
- Dewatripont and Tirole (2020), Schinkel and Spiegel (2017) – competition, theory
  
- Semi-collusion model – Fershtman and Gandal (1994)
- Consumers have a (growing) willingness to pay for CSR – e.g. Flammer (2015b)
- CSR is a form of product quality improvement – Fershtman and Pakes (2000)



## What type of collaboration promotes CSR?

- Schinkel and Treuren (2021)
- Two-stages: Stage 1. sustainability investments ( $v$ ); Stage 2. quantities ( $q$ )
- One-shot: contractable; symmetric equilibria
- Constant marginal costs of production ( $c$ ); fixed transitioning cost ( $t$ )
- $n$ -firms, any net WTP ( $\delta$ ), intrinsic motivation ( $I$ ) – image/goodwill
- Four possible regimes: Competition (\*); CSR agreement ( $csr$ ); production agreement ( $p$ ); full agreement ( $f$ )

## Willingness to pay/CSR-induced marginal cost changes

price firm  $i$  (inverse demand)

$$\pi_i^\delta(\mathbf{q}, v_i) = \left( \alpha + \delta v_i - q_i - \gamma \sum_{j \neq i}^n q_j - c \right) q_i - \frac{tv_i^2}{2}$$

**Proposition 3.**  $v_\delta^p > v_\delta^* > v_\delta^f > v_\delta^{csr}$  for all  $\delta > 0$ .

**Proposition 4.**  $\frac{\partial(v_\delta^p - v_\delta^*)}{\partial \delta} > 0$ ,  $\frac{\partial(v_\delta^* - v_\delta^f)}{\partial \delta} > 0$ , and  $\frac{\partial(v_\delta^f - v_\delta^{csr})}{\partial \delta} > 0$  for all  $\delta > 0$ .

## Intrinsic motivation

price firm  $i$  (inverse demand)

$$\pi_i(\mathbf{q}, v_i) = \left( \alpha + v_i - q_i - \gamma \sum_{j \neq i}^n q_j - c \right) q_i - \frac{tv_i^2}{2} + \theta v_i,$$

**Proposition 5.**  $v_I^p > v_I^* > v_I^f > v_I^{csr}$  for all  $\theta > 0$ .

**Proposition 6.**  $\frac{\partial(v_I^p - v_I^*)}{\partial \theta} > 0$ ,  $\frac{\partial(v_I^* - v_I^f)}{\partial \theta} > 0$ , and  $\frac{\partial(v_I^f - v_I^{csr})}{\partial \theta} > 0$  for all  $\theta > 0$ .

P.S. ‘Firm altruism’ might be adding another  $\theta \sum_{j \neq i}^n v_j$

## Welfare effects

$$CS(q^*) > CS(q^{csr}) > CS(q^f)$$

$$W(q^r, v^r) = CS(q^r) + n\pi(q^r, v^r) \quad r \in \{*, csr, p, f\}$$

**Proposition 7.**  $W(q^*, v^*) > W(q^{csr}, v^{csr}) > W(q^f, v^f)$  and  $\frac{\partial W(q^*(v), v)}{\partial v} \big|_{v=v^*} > (<) 0$  if  $\gamma < (>) \Gamma'(n)$ .

**Proposition 8.**  $CS(q^*) > CS(q^p)$  (See Schinkel, Spiegel and Treuren (2022) on duopoly case)

**Proposition 9.**  $W(q^*, v^*) > W(q^p, v^p)$ .



## Policy paradox

- CSR is a dimension of competition in Stage 1 – business-stealing
- It is costly to produce more responsibly, but it attracts customers
- Coordination eliminates this competitive drive: saving the firms the investments
- Findings in stark contrast with the policy – seeks to allow sustainability agreements only
- Only production agreements increase CSR efforts: competing with better product for the higher rents
- Yet if a production agreement is allowed, consumer welfare decreases steeply
- Compensation needs to be enforced, yet there is no surplus wealth

## Spill-overs may cause a ‘First Mover Disadvantage’

price firm  $i$  (inverse demand)

$$\pi_i^\delta(\mathbf{q}, v_i) = \left( \alpha + \delta v_i + \sum_{j \neq i}^n s_j v_j - q_i - \gamma \sum_{j \neq i}^n q_j - c \right) q_i - \frac{t v_i^2}{2}$$

- Truly substantial spill-overs may change the efforts order
- Schinkel and Spiegel (2017) duopoly –  $v^{sc} > v^*$  if  $s > \frac{\gamma}{2}$
- Yet FMD may well be a bigger problem for larger  $n$
- But what would those be? – ‘existential threat’, social norm for green appreciation – Inderst (2022, et al)
- How about the coalition formation? – just another FMD?



MAARTEN PIETER SCHINKEL, LEONARD TREUREN

## Green Antitrust: Why Would Restricting Competition Induce Sustainability Efforts?



### COMMENTARY



Senator Klobuchar  
Far Enough

ERIC A. POSNER

Senator Klobuchar  
useful proposals  
enforcement, but

### RESEARCH



Why We Need to S

## ‘Green Antitrust’ risks to be counter-productive

- Risk 1: *Cartel greenwashing* – minimal green for maximum price increase (Delmas et al., 2010)
  - CA would need to constantly monitor a green collaboration
  - Prohibitively large information requirements CA – all and full preferences
- Risk 2: Green antitrust providing *excuse for continued government failure* – *Chicken* (2015), Cop26
  - Public policy easily superior (vertical) – regulation, taxes, subsidies
  - Allows government to rely on collaborative self-regulation



## What about adding ‘Out-of-market-efficiencies’?

... aka: externalities; less-than-full compensation; ‘Citizens’ welfare standard’

- Introduces redistribution of wealth: from consumers to non-consumers; poor to rich?
- Hugely increases information requirements CA – everyone’s preferences
- *Reduces* level of sustainability required to compensate for a given price increase
- Weakens bargaining position of CA for green

$$E(\mathbf{q}, \mathbf{v}) = \sum_{i=1}^n \frac{q_i}{v_i}.$$

**Proposition 10.**  $\Delta E(q^p, v^p) > 0 > \Delta E(q^f, v^f) > \Delta E(q^{csr}, v^{csr}).$

48. ACM believes that, with regard to environmental-damage agreements, it should be possible, also in a paragraph 3-assessment, to take into account benefits for others than merely those of the users. In such situations, it can be fair not to compensate users fully for the harm that the agreement causes because their demand for the products in question essentially creates the problem for which society needs to find solutions. Moreover, they enjoy the same benefits as the rest of society. In that context, the agreement must contribute (efficiently) to the compliance with an international or national standard (to which undertakings are not bound) or to a concrete policy objective. One example of a concrete policy objective is the government's policy aimed at reducing CO<sub>2</sub> emissions on Dutch soil by year X by Y%.

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## ‘Green Antitrust’ risks to be counter-productive

- Risk 1: *Cartel greenwashing* – minimal green for maximum price increase (Delmas et al., 2010)
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## Opinion

### Cop26

Tue 16 Nov 2021 08.00 GMT



439

## The Cop26 message? We are trusting big business, not states, to fix the climate crisis

*Adam Tooze*

The summit exposed a world looking beyond a broken neoliberal model

● Adam Tooze is a professor of history at Columbia University



## Concluding remarks

- Collaborative CSR is sympathetic, but risks to be counterproductive
- Competition is a main driver of CSR – for any non-negative net WTP
- CSR agreements tend to reduce CSR efforts – also when firms are intrinsically motivated
- Only strong spill-overs may create FMD – not obvious that collaboration will form in that case
- Output agreements are typically in conflict with the antitrust laws – and hurt consumers
- Subsidies cannot remedy these adverse incentive effects
- Adding out-of-market efficiencies does not help
- Competition authorities best stay ‘tough’: full consumer compensation





Press release | 10 September 2021

**Executive Vice-President Vestager's  
keynote speech at the 25th IBA  
Competition Conference, delivered by  
Inge Bernaerts, Director, DG Competition**



## Competition *policy brief*

1/2021 Policy in Support of Europe's Green Ambition

*By keeping markets open, competitive and innovative,  
competition policy can and will support the objectives of the  
European Green Deal at all levels.*

Press release | 10 September 2021

**Competition Policy Brief 1/2021 - Policy in  
Support of Europe's Green Ambition**



## No easing of EU competition enforcement to achieve Green Deal, Commission says

10 Sep 2021 | 08:50 GMT | Insight

By Natalie McNelis and Nicholas Hirst

Vigorous competition enforcement remains the best way to ensure companies engage with the green transition, a top EU competition official has said. Recent cases offer the best guidance on the European Commission's approach, Inge Bernaerts said, pointing to a July decision against German carmakers for colluding on the development of clean emissions technology.

Vigorous competition enforcement remains the best way to ensure companies engage with the green transition, a top EU competition official has said, pointing as an example to a recent fine of 875 million euros (\$1 billion) against German carmakers for colluding on the development of clean emissions technology.

The European Commission will publish a policy paper to this effect later today, Inge Bernaerts told a conference\* today. The senior official, who oversees antitrust policy at the EU regulator, was reading a speech prepared for competition commissioner Margrethe Vestager, who couldn't attend.



Brussels, 1.3.2022  
C(2022) 1159 final

ANNEX

**ANNEX**

**to the**

**COMMUNICATION FROM THE COMMISSION**

**Approval of the content of a draft for a COMMUNICATION FROM THE  
COMMISSION**

**Guidelines on the applicability of Article 101 of the Treaty on the Functioning of the  
European Union to horizontal co-operation agreements**

9.4.3. *Pass on to consumers*

588. The second condition of Article 101(3) requires that consumers receive a fair share of the claimed benefits. The concept of ‘consumers’ encompasses all direct or indirect users of the products covered by the agreement<sup>335</sup>. Consumers receive a fair share of the benefits when the benefits deriving from the agreement outweigh the harm caused by the same agreement, so that the overall effect on consumers in the relevant market is at least neutral<sup>336</sup>. Therefore, sustainability benefits that ensue from the agreements have to be related to the consumers of the products covered by those agreements.

599. More generally, to discharge with their burden of proof under Article 101(3), the parties to an agreement need to provide cogent evidence demonstrating the actual preferences of consumers. Parties to the agreement should avoid superimposing their own preferences on consumers.

## Self-referencing

- Schinkel, M.P. & Y. Spiegel (2017) “Can collusion promote sustainable consumption and production?”, *International Journal of Industrial Organization*
- Schinkel, M.P. & L. Treuren, “Green Antitrust: Friendly Fire in the Fight against Climate Change,” in: Holmes, S., D. Middelschulte and M. Snoep (eds.), *Competition Law, Climate Change & Environmental Sustainability*, Concurrences, 2021

Updated on SSRN as: “Green Antitrust: (More) Friendly Fire in the Fight against Climate Change”

- Schinkel, M.P. & L. Treuren, “Corporate Social Responsibility by Joint Agreement,” *ACLE Working Paper No. 2021-01* (July 2, 2021)
- Schinkel, M.P., Y. Spiegel & L. Treuren, “Production Agreements, Sustainability Investments, and Consumer Welfare,” *ACLE Working Paper No. 2022-01* (February 7, 2022)





# ACM positief over samenwerking bedrijven om duurzaamheid in energiesector te bevorderen

De Autoriteit Consument & Markt (ACM) is positief over twee initiatieven waarbij concurrerende bedrijven samenwerken. De ACM geeft aan dat deze initiatieven bijdragen aan de verduurzaming van de energiesector en niet in strijd zijn met de concurrentieregels. Het eerste initiatief gaat over het gezamenlijk inkopen door bedrijven en instellingen van elektriciteit uit een windmolenpark. Het andere initiatief gaat over het afspreken van dezelfde prijs voor CO2 in de rekenmodellen voor investeringen in de elektriciteitsnetten door netbeheerders. De ACM past bij deze beoordelingen de 'concept leidraad duurzaamheidsafspraken' toe en geeft duidelijkheid aan de initiatiefnemers.

Martijn Snoep, bestuursvoorzitter van de ACM: "Bedrijven mogen samenwerken om duurzame doelen te halen. De Mededingingswet biedt die ruimte ook. Wij kijken graag mee als bedrijven met vragen zitten over dit soort samenwerkingen. Inmiddels zijn al verschillende partijen naar ons toegekomen met initiatieven die bijdragen aan de transitie naar duurzame energie en andere duurzaamheidsdoelen. Dat juichen we toe."

## Bedrijven mogen gezamenlijk windenergie kopen

VEMW is een vereniging voor bedrijven en instellingen die belangen behartigt van zakelijke energie- en watergebruikers. VEMW wil dat haar leden samen een contract kunnen sluiten met de toekomstige bouwers van het windpark Hollandse Kust West. Op die manier is hun elektriciteitsprijs voor groene energie voor een aantal jaren vastgelegd en stimuleren de aangesloten bedrijven de productie van duurzame energie. Voor een ontwikkelaar van windparken is het gunstig als er langjarige leveringscontracten zijn. VEMW heeft aan de ACM gevraagd of dit binnen de Mededingingswet valt.

## Wat vindt de ACM?

De VEMW-leden, niet alleen grote maar juist ook kleine(re) bedrijven, kunnen door deze samenwerking rechtstreeks groene energie inkopen bij de producent. Daarmee leveren ze een extra bijdrage aan de vastgestelde klimaatdoelstellingen en stimuleren ze de bouw van windmolenparken.

Dit initiatief geldt voor één windmolenpark dat nog moet worden aanbesteed. Daarnaast blijven er voor bedrijven en ontwikkelaars van windparken voldoende mogelijkheden over om ook elders duurzame energie te kopen en te verkopen.

## Publicatiedatum

28-02-2022

## Publicatietype

Nieuwsbericht

## Woordvoerder

[Murco Mijnlief](#)

## Trefwoorden

[Duurzaamheid](#) [Elektriciteit](#) [Energietransitie](#)

## Onderwerpen

[Concurrentie & Marktwerving](#)





## Netbeheerders kunnen samenwerken om CO2-uitstoot te verminderen

Netbeheerders wilden in 2021 met elkaar afspreken dat ze - om te beginnen - een prijs van 50 euro per ton CO2 gebruiken bij inkoop- en investeringsbeslissingen. Op die manier wordt het aantrekkelijker om investeringen te doen die leiden tot minder CO2-uitstoot. Immers, hoe minder CO2 ze uitstoten, hoe lager de kosten. De ACM heeft dit voornemen in het najaar van 2021 beoordeeld. Inmiddels hebben partijen de rekenprijs verhoogd naar 100 euro.

## Wat vindt de ACM?

De prijs van 50 euro per ton CO2 leidt niet tot een merkbaar effect op de kosten en daarmee de tarieven van netbeheerders. Dat kan anders worden bij hogere prijzen voor CO2. Maar de ACM concludeert dat ook bij een hogere prijs voor CO2, de duurzaamheidsbaten opwegen tegen de mogelijke kosten voor gebruikers. Alle gebruikers van energie hebben voordeel van de afspraak als de CO2 uitstoot minder wordt. De ACM ziet verder dat samenwerking noodzakelijk is om dit voordeel te behalen en er blijft voldoende ruimte voor concurrentie. Daarom valt deze samenwerking onder de uitzondering van het kartelverbod en mogen de netbeheerders op dit punt samenwerken.

## ACM en duurzaamheid

De ACM vindt het belangrijk dat bedrijven in de energiesector een bijdrage leveren aan een duurzame economie die voldoet aan de klimaatdoelstellingen. Ook andere sectoren van de Nederlandse economie kunnen hieraan meewerken. De ACM nodigt bedrijven uit om met hun plannen bij de ACM langs te komen zodat de ACM met hen mee kan denken of de plannen passen binnen de Mededingingswet. Op die manier laat de ACM markten goed werken voor mensen en bedrijven, nu en in de toekomst.

## Zie ook

28-02-2022 [Netbeheerders kunnen samenwerken om CO2-uitstoot te verminderen](#)

09-07-2020 [ACM biedt meer mogelijkheden voor samenwerking tussen bedrijven om klimaatdoelen te halen](#)

26-01-2021 [Leidraad duurzaamheidsafspraken gereed voor verdere Europese afstemming](#)

Markten goed laten werken voor mensen en bedrijven