**Hrvatski operator prijenosnog sustava d.o.o.,** Zagreb, Kupska 4, (u daljnjem tekstu: **HOPS**), OIB: 13148821633, transakcijski račun: IBAN: HR97 2340 0091 1101 7745 1 otvoren kod Privredne banke Zagreb, kojeg zastupa dr. sc. Tomislav Plavšić, predsjednik Uprave

i

**[•],** [•],[•], (u daljnjem tekstu: **VBG**), EIC KOD: [•], OIB: [•], transakcijski račun: IBAN [•] otvoren kod [•] banke d.d. koji kao energetski subjekt posjeduje važeću Dozvolu za obavljanje energetske djelatnosti [•] električnom energijom, kojeg zastupa [•]

kada se navode zajedno kao **Ugovorne strane**

sklopili su

**ANEKS UGOVORA O ODGOVORNOSTI ZA ODSTUPANJE**

**br. [•]**

(u daljnjem tekstu: **Aneks**)

#### (1) Ugovorne strane suglasno utvrđuju da su \_\_\_\_\_\_\_\_\_\_\_\_\_ (datum) sklopile Ugovor o odgovornosti za odstupanje broj \_\_\_\_\_\_ (u daljnjem tekstu: Ugovor).

#### (2) Ovaj Aneks sklapa se u skladu s člankom 18. Ugovora, a radi usklađivanja s novim Pravilima o uravnoteženju elektroenergetskog sustava HOPS 2019 (u daljnjem tekstu: Pravila 2019).

#### Članak 2. stavak 1. Ugovora mijenja se i glasi:

#### „1. Na sva pitanja koja nisu uređena ovim Ugovorom primjenjuju se odredbe mjerodavnih i pozitivnih propisa: Zakona o tržištu električne energije (u daljnjem tekstu: **ZoTEE**), Pravila o uravnoteženju elektroenergetskog sustava, objavljenih na internetskim stranicama HOPS-a (u daljnjem tekstu: **Pravila uravnoteženja**) i Pravila organiziranja tržišta električne energije (u daljnjem tekstu: **Tržišna pravila**).“.

Članak 7. stavak 1. Ugovora mijenja se i glasi:

**Hrvatski operator prijenosnog sustava d.o.o.,** Zagreb, Kupska 4, (hereinafter: **HOPS**), registration number: 13148821633, transactionn account IBAN: HR97 2340 0091 1101 7745 1 with Privredna banka Zagreb represented by dr. Tomislav Plavšić Ph.D, hereinafter President of the Management Bord

And

**[•],** [•],[•], (hereinafter: **Balancing group manager**), EIC CODE: [•], registration number: [•], transaction account IBAN [•] with the [•] Bank, an energy undertaking with a valid License for performing energy activities, represented by [•]

Together **parties to the Agreement**

Have signed the following

**ANNEX TO THE IMBALANCE RESPOSIBILITY AGREEMENT**

**No. [•]**

(hereinafter: **Annex**)

**Article 1**

#### Parties to the Agreement agree that on \_\_\_\_\_\_\_ (date) they have signed the Imbalance Responsibility Agreement number \_\_\_\_ (hereinafer: Agreement).

#### This Annex is signed pursuant to Article 18 herein for the purpose of harmonisation of with the new Electricity Balancing Rules of HOPS from 2019 (hereinafter: Rules 2019).

Article 2

Article 2 paragraph 1 shall be amended as follows:

“1. Provisons of the relevant positive regulations: Electricity Market Act (hereinafter: EMA), Electricity Balancing Rules published on HOPS’s web page (hereinafter: Balancing Rules) and Rules of electricity market organisation (hereinafter: Market Rules).

**Hrvatski operator prijenosnog sustava d.o.o.,** Zagreb, Kupska 4, (hereinafter: **HOPS**), registration number: 13148821633, transactionn account IBAN: HR97 2340 0091 1101 7745 1 with Privredna banka Zagreb represented by dr. Tomislav Plavšić Ph.D, hereinafter President of the Management Bord

And

**[•],** [•],[•], (hereinafter: **VBG**), EIC CODE: [•], registration number: [•], transaction account IBAN [•] with the [•] Bank, an energy undertaking with a valid License for performing energy activities, represented by [•]

Together **parties to the Agreement**

Have signed the following

**ANNEX TO THE IMBALANCE RESPOSIBILITY AGREEMENT**

**No. [•]**

(hereinafter: **Annex**)

**Article 1**

#### Parties to the Agreement agree that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) they have signed the Imbalance Responsibility Agreement (hereinafer: Agreement).

#### This Annex is signed pursuant to Article 18 herein for the purpose of harmonisation of [•] [•] with the new Electricity Balancing Rules of HOPS from 2019 (hereinafter: Rules 2019).

Article 2

Article 2 paragraph 1 shall be amended as follows:

“1. Provisons of the relevant positive regulations: Electricity Market Act (hereinafter: EMA), Electricity Balancing Rules published on HOPS’s web page (hereinafter: Balancing Rules) and Rules of electricity market organisation (hereinafter: Market Rules).

„1. Obračunski interval u prvom (mjesečnom) obračunu odstupanja je jedan sat do ispunjenja uvjeta iz članka 53. Uredbe EB GL, u skladu s člankom 26. i 41. Pravilauravnoteženja.“.

**Article 3**

Article 7, paragraph 1 shall be amended as follows:

“1. Accounting interval in the first (mothly) settlement of imbalances is an hour until the requirements referred to in article 53, of the Electricity Balancing Guidelines are met, pursuant to articles 26 and 41 of Balancing Rules.”

**Article 4**

Article 9, pararaph1 shall be amended as follows:

“All unit prices for settlement of balancing energy for positive and for negative deviations for the first (monthly) and the second (annual) settlement of deviations shall be determined pursuant to the Rules 2019 and Appendix 1 to the Rules 2019 for determining prices for settlement of balancing energy.

**Article 5**

In article 10 paragraphs 6 and 7 of the Agreement shall be changed as follows:

“6. HOPS shall send the bills and calculations (which are component part of the bills) for deviations of a Balancing group to the Balancing Group Manager by regular mail to the billing address and mailing address given in Application for concluding Balancing Responsibility Agreement or any other address subsequently given by the Balancing group manager to HOPS, and by electronic mail to the address given in Application for concluding Balancing Responsibility Agreement or any other address subsequently given by the Balancing group manager to HOPS. Bill and calculation (as a component part of the bill) sent by regular mail and by electronic mail shall be considered received on the date the bill and calculation (as a component part of the bill) were sent to the balancing group manager by electronic mail.

7. Balancing group manager shall send shall send the bills and calculations (which are component part of the bills) for deviations of a Balancing group to HOPS by regular mail to address of the company headquarters given in the header of the Agreement and by electronic mail to the address given in article 13 of the Agreement or any other address given by subsequently HOPS to the Baancing group manager. Bill and calculation (as a component part of the bill) sent by regular mail and

#### Članak 9. stavak 1. Ugovora mijenja se i glasi:

#### „Sve jedinične cijene za obračun električne energije uravnoteženja za pozitivna i negativna odstupanja za prvi (mjesečni) i drugi (godišnji) obračun odstupanja određuju se u skladu s Pravilima 2019 te Prilogom 1. Pravila 2019 za određivanje cijena za obračun električne energije uravnoteženja.

U članku 10. stavci 6. i 7. Ugovora mijenjaju se i glase:

#### „ 6. HOPS će račune i obračune (kao sastavni dio računa) odstupanja Bilančne grupe VBG-u dostaviti običnom poštom na adresu za dostavu računa i pošte iz Zahtjeva za sklapanje Ugovora o odgovornosti za odstupanje ili na bilo koju drugu adresu koju VBG naknadno priopći HOPS-u i elektroničkom poštom na adresu elektroničke pošte iz Zahtjeva za sklapanje Ugovora o odgovornosti za odstupanje ili na bilo koju drugu adresu koju VBG naknadno priopći HOPS-u. Račun i obračun (kao sastavni dio računa) koji je poslan običnom poštom i elektroničkom poštom u skladu s ovim stavkom smatrat će se zaprimljenim danom kada su račun i obračun (kao sastavni dio računa) poslani VBG-u elektroničkom poštom.

7. VBG će račune i obračune (kao sastavni dio računa) odstupanja Bilančne grupe dostaviti HOPS-u običnom poštom na adresu sjedišta navedenu u zaglavlju ovog Ugovora i elektroničkom poštom na adresu elektroničke pošte iz članka 13. ovog Ugovora ili na bilo koju drugu adresu koju HOPS naknadno priopći VBG-u. Račun i obračun (kao sastavni dio računa) koji je poslan običnom poštom i elektroničkom poštom u skladu s ovim stavkom smatrat će se zaprimljenim danom kada su račun i obračun (kao

sastavni dio računa) poslani VBG-u elektroničkom poštom.“.

by electronic mail pursuant to provisions herein shall be considered received on the date the bill and calculation (as a component part of the bill) were sent to the balancing group manager by electronic mail.”

**Article 6**

Article 11, paragraph 1 of the Agreement shall be amended as follows:

“1. Each bill issued by either Balancing group manager or HOPS pursuant to this Agreement matures 15 (fifteen) days from the date it was received.”

**Article 7**

In article 13 paragraphs 1, 2 and 3 of the Agreement shall be amended as follows:

“1. Parties to the Agreement shall send all notifications and other communications (including complaints, bills and calculations as component part of the bills) to each other in writing to the addresses given in the Agreement either by electronic or regular mail.”

2. “A notification or any other written communication between the parties to the Agreement sent by electronic or regular mail shall be considered received on the date the notification or any other written communication was sent by electronic mail to a party to the Agreement.”

3. “Electronic mail addresses to which the parties shall mutually send bills and calculations (as component parts of the bills), notifications and other communications (including complaints) relating to the Agreement shall be as follows:

For HOPS: [imbalance@hops.hr](mailto:imbalance@hops.hr)

For Balancing group manager: [•].“.

**Article 8**

In article 14, paragraphs 5 and 6 of the Agreement shall be amended as follows:

“5. Money deposit given as a guarantee pursuant to this agreement does not expire until te cumulative fulfilment of the following requirements: (i) expiry or termination of this Agreement and (ii) meeting all obligations of the Balancing group manager toward HOPS resulting from this Agreement which remain valid and binding even after the termination or expiry of the Agreement.

6. Validity period of bank guarantees given in the current year as a security for obligations to be accrued in the upcoming calendar year pursuant

Članak 11. stavak 1. Ugovora mijenja se i glasi:

„1. Rok dospijeća svakog računa kojeg izda VBG ili HOPS u vezi s ovim Ugovorom je 15 (petnaest) dana od dana zaprimanja računa.“.

U članku 13. stavci 1., 2. i 3. Ugovora mijenjaju se i glase:

„1. Ugovorne strane će sve obavijesti i drugu komunikaciju (uključujući prigovore, račune i obračune kako sastavne dijelove računa) upućivati jedna drugoj pisanim putem na adrese naznačene u Ugovoru, elektroničkom poštom i običnom poštom.

2. Smatra se da je obavijest ili bilo koja druga pisana komunikacija između Ugovornih strana, koja se dostavlja elektroničkom poštom i običnom poštom, zaprimljena danom kada je obavijest ili bilo koja druga pisana komunikacija poslana elektroničkom poštom Ugovornoj strani.“.

3. Adrese elektroničke pošte na koje će Ugovorne strane uzajamno slati račune i obračune (kao sastavne dijelove računa), obavijesti i drugu komunikaciju (uključujući prigovore) u vezi s ovim Ugovorom su:

za HOPS: [imbalance@hops.hr](mailto:imbalance@hops.hr)

za VBG: [•].“.

U članku 14. stavci 5. i 6. Ugovora mijenjaju se i glase:

„5. Rok trajanja novčanog depozita kao sredstva osiguranja plaćanja temeljem ovog Ugovora je trajno, do kumulativnog ispunjenja sljedećih uvjeta: (i) prestanka ili raskida ovog Ugovora i (ii) podmirenja svih obaveza VBG-a prema HOPS-u koje proistječu iz ovog Ugovora, a koje ostaju valjane i obvezujuće i nakon raskida ili prestanka ovog Ugovora.

6. Rok važenja bankarskih garancija koje se dostavljaju u tekućoj godini kao

by electronic mail shall be considered received on the date the bill and calculation (as a component part of the bill) were sent to the balancing group manager by electronic mail.

sredstva osiguranja plaćanja za obveze koje će nastati u sljedećoj kalendarskoj godini temeljem ovog Ugovora je od 1.1. sljedeće kalendarske godine do 15. ožujka godine koja slijedi nakon sljedeće kalendarske godine.

to this Agreement is from 1 January of the upcoming calendar year to 15 March of the year following the upcoming calendar year.

By 1 December of the current year at the latest, Balancing group manager shall extend the existing bank guarantee of send HOPS a new bank guarantee which shall replace the bank guarantee given pursuant to this Agreement, of the same quality and content and to the same amount, with a validity period as defined herein. This procedure of replacement of expirying bank guarantees with new bank guarantees shall be repeated for the duration of the Agreement.”

**Article 9**

In the articles of the Agreement referring to the provisions of the Rules 2016/2017 their numbering shall be amended in line with numbering of the provisions given in Rules 2019. It shall be amended as follows:

|  |  |  |
| --- | --- | --- |
| **Referring to it in an article of the Agreement** | **Article Balancing Rules HOPS 5/2016, 3/2017**  **(“Rules 2016/2017”)** | **Article**  **Balancing Rules**  **HOPS (“Rules 2019”)** |
| In Article 4, point b of the Agreement referring to | Article 21, 22, 23, 24 of the Rules 2016/2017 | shall be amended by referring to Articles 26, 27, 28, 29 and 30 of the Rules 2019 |
| In Article 5 of the Agreement referring to | Articles 21, 22, 23, 24 of the Rules 2016/2017 | shall be amended by referring to Articles 26., 27., 28., 29. i 30. Pravila 2019 |
| In Article 7, paragraph 3 referring to | Articles 21, 22, 23 of the Rules 2016/2017 | shall be amended by referring to Articles 26, 27, 28, 29 of the Rules 2019 |

Najkasnije do 1.12. tekuće godine, VBG je obvezan produžiti postojeću bankarsku garanciju ili HOPS-u dostaviti novu bankarsku garanciju koja će zamijeniti bankarsku garanciju predanu temeljem ovog Ugovora, iste kvalitete i sadržaja i na isti iznos i sa rokom važenja kako je definirano ovim stavkom. Ovaj postupak zamjene bankarskih garancija koje ističu sa novim bankarskim garancijama ponavljat će se sve dok traje primjena ovog Ugovora.“.

#### U člancima Ugovora u kojima se poziva na odredbe Pravila 2016/2017 mijenja se numeracija istih u skladu s numeracijom odredaba Pravila 2019. kako slijedi:

|  |  |  |
| --- | --- | --- |
| **Pozivanje u Članku Ugovora** | **Članak PoUEES HOPS 5/2016, 3/2017**  **(„Pravila 2016/2017“)** | **Članak PoUEES HOPS („Pravila 2019“)** |
| Pozivanje u Članku 4. točka b. Ugovora | na Članke 21., 22., 23., 24. Pravila 2016/2017 | zamjenuje se pozivanjem na Članke 26., 27., 28., 29. i 30. Pravila 2019 |
| Pozivanje u Članku 5. Ugovora | na Članke 21., 22., 23., 24. Pravila 2016/2017 | zamjenuje se pozivanjem na Članke 26., 27., 28., 29. i 30. Pravila 2019 |
| Pozivanje u Članku 7. stavak 3. | na Članke 21., 22., 23. Pravila 2016/2017 | zamjenuje se pozivanjem na Članke 26., 27., 28., 29. Pravila 2019 |

|  |  |  |
| --- | --- | --- |
| Pozivanje u Članku 8. stavak 3. | na Članak 24. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 30. Pravila 2019 |
| Pozivanje u Članku 9. stavak 2. | na Članak 27. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 35. Pravila 2019 |
| Pozivanje u Članku 10. stavak 2. | na Članak 28. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 36. Pravila 2019 |
| Pozivanje u Članku 10. stavak 2. | na Članke 27. i 28. Pravila 2016/2017 | zamjenuje se pozivanjem na Članke 35. i 36. Pravila 2019. |
| Pozivanje u Članku 10. stavak 3. | na Članak 28. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 36. Pravila 2019 |
| Pozivanje u Članku 10. stavak 3. | na Članke 27. i 28. Pravila 2016/2017 | zamjenuje se pozivanjem na Članke 35. i 36. Pravila 2019 |
| Pozivanje u Članku 10. stavak 4. | na Članak 28. stavak 4. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 36. stavak 4. Pravila 2019 |
| Pozivanje u Članku 12. stavak 1. | na Članak 29. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 37. Pravila 2019 |

|  |  |  |
| --- | --- | --- |
| In Articles 8, paragraph 3 referring to | Article 24 of the Rules 2016/2017 | shall be amended by referring to Article 30 of the Rules 2019 |
| In Article 9, paragraph 2 referring to | Article 27 of the Rules 2016/2017 | shall be amended by referring to Article 35 of the Rules 2019 |
| In Article 10, paragraph 2 referring to | Article 28 of the Rules 2016/2017 | shall be amended by referring to Article 36 of the Rules 2019 |
| In Article 10, paragraph 2 referring to | Articles 27 and 28 of the Rules 2016/2017 | shall be amended by referring to Articles 35 and 36 of the Rules 2019 |
| In Article 10, paragraph 3 referring to | Article 28 of the Rules 2016/2017 | shall be amended by referring to Article 36 of the Rules 2019 |
| In Article 10, paragraph 3 referring to | Articles 27 and 28 of the Rules 2016/2017 | shall be amended by referring to Articles 35 and 36 of the Rules 2019 |
| In Article 10, paragraph 4 referring to | Article 28, paragraph 4 of the Rules 2016/2017 | shall be amended by referring to Article 36, paragraph 4 of the Rules 2019 |
| In Article 12, paragraph 1 referring to | Article 29 of the Rules 2016/2017 | shall be amended by referring to Article 37 of the Rules 2019 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Pozivanje u Članku 12. stavak 2. | na Članak 29. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 37. Pravila 2019   |  |  |  | | --- | --- | --- | | In Article 12, paragraph 2 referring to | Article 29 of the Rules 2016/2017 | shall be amended by referring to Article 37 of the Rules 2019 |  |  |  |  | | --- | --- | --- | | In Article 12, paragraph 3 referring to | Article 29 of the Rules 2016/2017 | shall be amended by referring to Article 37 of the Rules 2019 | | In Annex 1, Part A referring to | Article 27 of the Rules 2016/2017 | shall be amended by referring to Article 35 of the Rules 2019 |   **Article 10**   1. Other provisions of the Agreement shall not be amended. 2. This Annex was made and comes into force on the date it is signed by authorised representatives of the parties to the Agreement and shall apply from 1 January 2020. 3. This Agreement was made in 4 (four) identical copies, of which each party shall keep 2 (two) copies.   **Article 11**  In case of contradiction between Croatian and English version, Croatian version shall prevail.     |  |  | | --- | --- | |  | In \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_2019.g. | |  | [Balancin group manager] | |  |  | |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Managing director [•] | |

|  |  |  |
| --- | --- | --- |
| Pozivanje u Članku 12. stavak 3. | na Članak 29. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 37. Pravila 2019 |
| Pozivanje u Prilogu 1, dijelu A. | na Članak 27. Pravila 2016/2017 | zamjenuje se pozivanjem na Članak 35. Pravila 2019. |

#### 1. Ostale odredbe Ugovora ostaju neizmijenjene.

#### 2. Ovaj Aneks sklopljen je i stupa na snagu danom potpisa obiju ovlaštenih predstavnika Ugovornih strana, a primjenjuje se od 1. siječnja 2020. godine.

#### 3. Ovaj Aneks je sastavljen u 4 (četiri) istovjetna primjerka, od kojih svaka strana zadržava po 2 (dva) primjerka.

**Članak 11.**

U slučaju nesuglasja između sadržaja na hrvatskom i sadržaja na engleskom jeziku mjerodavan je sadržaj na hrvatskom jeziku.

|  |  |
| --- | --- |
| U Zagrebu, \_\_\_\_\_\_\_\_\_\_\_2019.g. |  |
| Hrvatski operator prijenosnog sustava d.o.o.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Predsjednik Uprave |  |
| dr. sc. Tomislav Plavšić |  |