

Annex ./3.1

Rules for the Allocation
of the Cross Zonal Intraday Capacity
between the Bidding Zones of
Croatian Transmission System Operator Ltd. (“HOPS”)
and
EMS AD Beograd (“EMS”)

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Section 0.
Terms and definitions

In *Intraday Capacity Allocation Rules* (including any annexes and forms) the terms defined in this section (where appropriate in plural) shall, for all purposes of *Intraday Capacity Allocation Rules* have the meanings specified in this section (unless the context requires otherwise).

Allocation Platform – an electronic web-based application with restricted access operated by the *Transmission Capacity Allocator* available at <https://damas.ems.rs>. Intraday allocation provided by the *Transmission Capacity Allocator* is carried out through the *Allocation Platform*.

Available Intraday Transfer Capacity (hereinafter referred to as “**Intraday ATC**”) - The part of Net Transfer Capacity (NTC) that remains available for the intraday allocation after daily allocation procedure and after each phase of the intraday allocation procedure.

Bidding Zone – means the largest geographical area within which market participants are able to exchange energy without allocation of *Capacity*.

Capacity – Cross zonal capacity in MW.

Capacity Agreement Identification (hereinafter referred to as “**CAI**”) – An identification that uniquely identifies *PTR*.

Counterparty – Cross-border partner in electricity exchange.

Cross-zonal Transaction - The exchange of electrical energy between *Bidding Zones* operated by *EMS* and *HOPS*.

Curtailement of PTRs - The reduction of *PTR* in *Emergency Situations*, or *Force Majeure*, between *Bidding Zones* of *EMS* and *HOPS* where *EMS* and *HOPS* must act in an expeditious manner.

Cut off time - 45 minutes prior to the beginning of the period for which the intraday *Programs* are nominated.

Daily Auction – Auction performed in accordance with Rules for explicit Daily Capacity Allocation on Bidding Zone border Croatia - Serbia.

EIC-Code – Energy identification code serving to clear the identification of entities in a cross-border trade (see https://www.entsoe.eu/fileadmin/user_upload/edi/library/eic/cds/area.htm)

Emergency Situation – conditions and/or events and/or circumstances which in the professional assessment of *EMS* and/or *HOPS* put under risk the security of supply, provision or transmission of electricity or the technical safety of a given national transmission system or its significant part.

EMS (EMS AD Beograd) – company with registered office at Beograd, Kneza Miloša 11, Serbia and incorporated in the Serbian Business Register with the Company Identification No.20054182.

Energy Community Treaty - Treaty establishing the Energy Community between the European Community on the one hand and Albania, Bulgaria, Bosnia and Herzegovina, Croatia, FYR Macedonia, Montenegro, Romania, Serbia and UNMIK on the other hand, signed on October 25, 2005.

ENTSO-E – European Network of Transmission System Operators for Electricity – association of *TSOs*

EU Regulation – Regulation (EC) No 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity concerning common rules for internal market in electricity.

First come - First serve method – the allocation method whereby the *Requests of Registered Participants*, in the limit of *Intraday ATC*, are served exclusively according to the time of their reception and without applying any other criteria.

Force Majeure – any unforeseeable or unusual event or situation beyond the reasonable control of a *Registered Participant* and/or the relevant *TSOs*, and not due to a fault of the *Registered Participant* and/or the relevant *TSOs*, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the *Registered Participant* and/or the relevant *TSOs*, which has actually happened and is objectively verifiable, and which makes it impossible for the *Registered Participant* and/or the relevant *TSOs* to fulfil, temporarily or permanently, its obligations.

HOPS (Hrvatski operator prijenosnog sustava d.o.o.) - company with registered office at Zagreb, Kupska 4, Croatia and registered in court register of Commercial Court in Zagreb with registration number: 080517105.

Intraday Capacity Allocation Rules - Rules for the Allocation of the Cross Zonal Intraday Capacity between the Bidding Zones of Croatian Transmission System Operator Ltd. (“HOPS”) and EMS AD Beograd (“EMS”)

Nomination - the notification to the *TSOs* by a *Registered Participant* of his *Programs* relating to the power expressed in MW which he will use within the capacity limit defined by the *PTRs* allocated to him

Nomination Rules – Rules with regard to the notification of use of *PTRs* between the *Bidding Zones* of *EMS* and *HOPS*

Physical Transmission Right (hereinafter referred as “**PTR**”) - a right entitling its holder to physically transfer a certain volume of electricity in a certain period of time between two *Bidding Zones* in a specific direction;

Program - *Cross-zonal Transaction* nomination made by a *Registered Participant*, specifying the power in MW for each hour of a day.

PTR Holder - The *Registered Participant* which has obtained *PTR* during intraday allocation process.

Registered Participant - A market participant that fulfills prerequisites for participation in the intraday capacity allocation procedure of at least one of the Parties (*EMS* or *HOPS*) according to Article 3.1 of these *Intraday Capacity Allocation Rules*.

Request - the request sent by a *Registered Participant* to acquire *Intraday ATC*.

Token – media for electronic certificate storing.

Transmission Capacity Allocator - stands for *EMS* (in its function as the *Transmission Capacity Allocator*). *EMS* will be subject to all rights and responsibilities attributed to the *Transmission Capacity Allocator*.

TSO - means a natural or legal person responsible for operating, ensuring the maintenance of, and, if necessary, developing the transmission system in a given area and where applicable its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the transmission of electricity.

TSOs - Transmission System Operators participating in this common allocation procedure, i.e. *EMS* and *HOPS*

Working Day – the calendar days from Monday to Friday, with the exception of Serbian public holidays.

The headings in *Intraday Capacity Allocation Rules* are intended only as a matter of convenience and for reference and shall be given no effect in the construction or interpretation of *Intraday Capacity Allocation Rules*.

Section 1 Introduction

Article 1.1. General context

Intraday Capacity Allocation Rules set out the terms and conditions agreed between *EMS* and *HOPS* acting as transmission system operators, for the allocation and usage of the *Intraday ATC* in both directions on the Serbian-Croatian border. Allocation and usage of the *Intraday ATC* is not a commercially motivated activity but one aimed at providing transparent methods of congestion management.

Intraday Capacity Allocation Rules govern the allocation and usage of *Intraday ATC* beginning with January 1st, 2022.

The operation of the intraday procedure described in these *Intraday Capacity Allocation Rules* is in accordance with the current rules of transmission system security and does not affect the volume and usage of the capacity already allocated in yearly, monthly and daily auctions.

Article 1.2. Allocation procedure

The *Intraday ATC* is allocated in the form of *PTR* which *PTR Holders* are obliged to use in their full amount. The *Intraday ATC* is allocated by the *Transmission Capacity Allocator* according to the *First come - First served method* in accordance with Section 6.

In the scope of these *Intraday Capacity Allocation Rules* *EMS* acts as the *Transmission Capacity Allocator* for *Capacity* of both *EMS* and *HOPS*.

Proceedings related to this *Intraday Capacity Allocation Rules* may be discontinued or interrupted by *EMS* and/or *HOPS* at any time without prior notice e.g. in case of technical failures.

All relevant information according to Article 2.2 is made available on the *EMS*' website (<http://www.ems.rs>).

Article 1.3. General aspects of Intraday Capacity Allocation Rules

Intraday Capacity Allocation Rules describe (among other aspects) the requirements that market participants must fulfill in order to be able to access and use the *Intraday ATC*. Article 10.1 contains a limitation of liability. *Intraday Capacity Allocation Rules* may be amended jointly by the *TSOs* along the way in order to improve or clarify provisions and procedures and to fill gaps according to Article 10.5.

General grid access for the use of allocated capacities is not covered by the scope of *the Intraday Capacity Allocation Rules* unless otherwise stipulated in the following provisions. *EMS* and *HOPS*

carry out the transmission services in compliance with the legal requirements of grid access in each control area and applicable rules of *EMS* and *HOPS*.

Section 2 General provisions

Article 2.1. Intraday ATC

The *Intraday ATC* equals the net capacity of that month (monthly Net Transfer Capacity - NTC), reduced by the modifications in case of planned or unplanned disconnections of critical network components, further reduced by confirmed schedules of yearly, monthly and daily PTRs and increased by the nominations in the respective counter direction (netting effect).

Article 2.2. Publication of relevant information on the EMS website

In particular, the following information will be published on the *EMS* website:

- a) *Intraday Capacity Allocation Rules* (valid release);
- b) Names, facsimile and telephone number(s), e-mail address(es) of contact persons of *EMS*;
- c) User's Guide for *Allocation Platform*;
- d) Other relevant information.

Article 2.3. Basis on which Intraday ATC is offered

Intraday ATC is offered in units of 1 MW with a minimum of 1 MW. *Intraday ATCs* are offered as hourly products.

Article 2.4. Firmness of intraday PTRs

Intraday ATC is offered on a firm basis except in case of curtailments due to *Emergency Situation* or *Force Majeure* after taking into account all other available measures according to relevant national and EU legislation.

In case of *Curtailment EMS* and *HOPS* will reduce intraday *PTRs* according to Section 9. The *Registered Participant* is not entitled to receive any financial compensation related to curtailed *PTRs*.

Article 2.5. Secondary market

Transfer or resale of the intraday *PTRs* is not possible.

Article 2.6. Payments

The *PTR Holder* does not pay any price for the reservation or use of the intraday *PTRs*.

Section 3 Participation requirements

Article 3.1. Registration requirements

In order to participate in intraday allocation process and use the *PTRs* resulting from that process, the market participant must comply with all requirements set forth in *Intraday Capacity Allocation Rules* and fulfill the following prerequisites:

- **On EMS side** – valid and effective balance responsibility contract with *EMS* (Serbian BRP)
- **On HOPS side** – must have valid and effective Balance Responsibility Agreement with HOPS and/or Electricity Market Participation Agreement with Croatian Energy Market Operator - HROTE (Croatian Market participant)

The market participant must also send to *EMS*, who acts as the *Transmission Capacity Allocator* for both *TSOs*, three signed and validated copies of the model of the Agreement on Participation in the Allocation of the Right to Use the Cross-Border Transmission Capacity (hereinafter: Agreement) (Annex 1) by which the market participant declare the acceptance of application of the *Intraday Capacity Allocation Rules*. Market participants are obliged to deliver an Extract from Commercial or Company Register.

The three signed copies of the Agreement are delivered to the *Transmission Capacity Allocator* in writing by registered mail, messenger/courier or personally. The Agreement has to be delivered to the *Transmission Capacity Allocator's* address or personally to the filing office of the *Transmission Capacity Allocator* (see Annex 2). The *Transmission Capacity Allocator* will notify the market participant that Agreement delivered by fax or e-mail will consider as not delivered.

The *Transmission Capacity Allocator* will verify information provided in the delivered Agreement and in their attachments. The *Transmission Capacity Allocator* is entitled to refuse to register a market participant in case of any discrepancy and/or misrepresentation in the Agreement.

The *Transmission Capacity Allocator* will confirm registration to market participant as Registered Participant or will refuse the registration to market participant as Registered Participant by sending a note to market participant no later than three (3) *Working Days* following the receipt of the Agreement by the *Transmission Capacity Allocator*.

The confirmation or refusal note will be sent by e-mail to the e-mail address filled in the Agreement. If the *Transmission Capacity Allocator* refuses to register a market participant, the reason(s) will be stated in the refusal note.

All requested documents have to be provided by the market participant at least three (3) *Working Days* before the intended start of the participation to intraday allocation procedures. If this deadline is missed, the relevant *TSO* cannot guarantee the participation of the market participant.

The registered market participant that fulfills all requirements stated in this Article is regarded as the *Registered Participant*.

The List of *Registered Participants* shall be published on EMS's website (www.ems.rs).

Article 3.2. Notification of Changes

The requirements for participation set forth in *Intraday Capacity Allocation Rules* must be fulfilled at all times when participating to intraday allocation proceedings. As a consequence, the *Registered Participant* shall promptly inform both *TSOs* in writing of any changes effecting fulfillment of the requirements concerned.

Changes concerning the *Registered Participants* contact data and statements set forth in the forms submitted by the *Registered Participant* shall be notified to *TSOs* in writing within seven (7) days.

Section 4

Exclusion of the Registered Participant

Should the *Registered Participant* in any manner:

- a) infringe *Intraday Capacity Allocation Rules* (especially but not limited to breach of Section 7);
- b) behave in a way which adversely affects or threatens competition in the intraday capacity allocation proceedings;
- c) declare bankruptcy, become insolvent or be granted suspension of payment;
- d) become the object of a petition for bankruptcy, insolvency or suspension of payment

the *Registered Participant* will be excluded from intraday allocation procedures by *EMS*, respectively *HOPS*, after the approval of the other *TSO* without delay. The barring shall promptly be notified to the *Registered Participant* by both facsimile transmission and registered mail.

Section 5

Allocation Platform

Article 5.1 General Conditions

The *Transmission Capacity Allocator* will organize and execute the common allocation of the *Intraday ATC* electronically in the user environment of the *Allocation Platform*.

The *Transmission Capacity Allocator* will provide the *Registered Participants* with documentation of the *Allocation Platform* (on web site <http://www.ems.rs>), and operational instructions, related to using of the *Allocation Platform* and *Users* support.

The *Transmission Capacity Allocator* reserves the right to change operationally a business regime (to move to alternative procedure) or suspend process in reasonable cases, especially when the following technical problems arise: a general collapse of the Internet, a collapse of all Internet connections of the *Allocation Platform*, or a collapse of *Allocation Platform* (servers, database or *Allocation Platform* application error).

All users of the *Allocation Platform* will be informed, without undue delay, of the actual operational situation.

A data receipt will be valid only if the data had been accepted by the *Allocation Platform* by the deadline.

In order to participate in the allocation procedure, *Request* shall be submitted to the *Allocation Platform*. *Request* which do not fulfill any of the requirements stated in the *Intraday Capacity Allocation Rules* shall be rejected. *Registered Participant* shall receive a status message of *Request* in *Allocation Platform*. Allocated intraday *PTRs* cannot be modified or cancelled.

Article 5.2 Access to the Allocation Platform

Each *Registered Participant* is required to use a token with electronic certificate, and *Allocation Platform* User account for the purposes of accessing the *Allocation Platform* and executing business transactions via the *Allocation Platform*.

Transmission Capacity Allocator will provide two (2) tokens to each new *Registered Participant* which is licensed for participation in Serbian electricity market.

Transmission Capacity Allocator will provide one (1) token to each new *Registered Participant* which is not licensed for participation in Serbian electricity market.

Those *Registered Participant* who have already obtained a token for participation in auctions organized by *EMS* or for access to *EMS* scheduling system will use that token also for access to the *Allocation Platform* and an additional token will not be issued to them.

Taking over of tokens by the *Registered Participant* can be performed in the following manner:

1. The representative of the *Registered Participant* could take over the token and the token password and sign three copies of the Declaration on take-over and use of the electronic certificate (see Annex 4) personally at *Transmission Capacity Allocator* premises (Vojvode Stepe 412, Belgrade, Serbia) each *Working Day* from 09:00 till 14:00 (CET) or
2. *Transmission Capacity Allocator* could send the token via express mail and three copies of the Declaration on take-over and use of electronic certificate (see Annex 4) to the official address of the *Registered Participant*. After receiving the token and documentation, the

Registered Participant shall sign all three copies of the Declaration on take-over and use of the electronic certificate (see Annex 4) and send two copies back to the *Transmission Capacity Allocator* (original by registered mail and scanned copy by fax). One copy of the Declaration on take-over and use of the electronic certificate is kept by the *Registered Participant*. After receipt of the Declaration on take-over and use of the electronic certificate by the *Transmission Capacity Allocator*, the token password will be sent to the *Registered Participant* by e-mail to the e-mail address stated in Attachment 1 of the Agreement.

The *Registered Participant* shall inform the *Transmission Capacity Allocator* on the preferred manner for token take-over one *Working Day* after receiving the confirmation of registration.

The *Transmission Capacity Allocator* will activate the token after receipt of the signed Declaration on take-over and use of the electronic certificate and send by e-mail the User name and initial password for access to the *Allocation Platform* to the *Registered Participant*. After receipt of information on the User name and initial password, the *Registered Participant* should change the password.

The *Registered Participant* shall keep all information related to the access to the *Allocation Platform* as personal and confidential and shall be liable for any direct or indirect damages resulting from any unauthorized disclosure of such information. The *Transmission Capacity Allocator* is not liable for any unauthorized use of the token, User name and password.

The *Transmission Capacity Allocator* shall be entitled to prevent the *Registered Participant* from accessing the *Allocation Platform* in the case it finds any discrepancy such as, but not limited to, the following: information on the *Registered Participant*, the certificate, or expiration of the certificate.

Article 5.3 Access to the Allocation Platform through web services

Transmission Capacity Allocator will provide one (1) electronic certificate for usage of *Allocation Platform* through web services upon request of *Registered Participant*.

Transmission Capacity Allocator shall issue electronic certificate for usage of *Allocation Platform* through web services within three (3) *Working Days* after the request.

Additional electronic certificate for usage of *Allocation platform* through web services will not be issued to *Registered Participants* who have already obtained electronic certificate for usage of *Allocation Platform* through web services.

Taking over of electronic certificate for usage of *Allocation Platform* through web services by the *Registered Participant* can only be performed in the following manner: The representative of the *Registered Participant* shall take over the certificate and sign three copies of the Declaration on take-over and use of the electronic certificate (see Annex 4) personally at *Transmission Capacity Allocator's* premises (Vojvode Stepe 412, Belgrade, Serbia) each *Working Day* from

09:00 till 14:00 (CET). Alternatively electronic certificate and Declaration on take-over and use of the electronic certificate can be sent over secured channel.

Section 6 Intraday Allocation Procedure

Article 6.1. Determination and publication of Intraday ATC

EMS will determine *Intraday ATC* in each direction and for each hour, which may be used for the intraday allocation according to the methodology described in Article 2.1.

The values of *Intraday ATC* for the day D will be available in the *Allocation Platform* not later than 18:00 (CET) on the day D-1.

All deadlines for intraday procedures are given in Annex 3.

In case of additional limitations in the transmission systems (which could not be foreseen when net transfer capacity was calculated), the values of *Intraday ATC* may be changed. *EMS* is entitled to modify the *Intraday ATC* within the day in the *Allocation Platform*.

The *Intraday ATC* for a certain hour is adjusted following allocation of each intraday *PTR* for that hour and will be published in the *Allocation Platform* continuously.

Article 6.2. Allocation of Intraday ATC

Only *Registered Participant* which have successfully registered and fully comply with requirements defined in Section 3 can submit a *Request for Intraday ATC*. The submission of the *Request*, as well as taking over of the results is carried out exclusively through the *Allocation Platform*.

The *Request* (for the day D) is submitted to *EMS* via *Allocation Platform* starting from 18:00 (CET) on the day D-1 but not later than 60 minutes before the start of the first hour to which the intraday *Cross-zonal Transaction* relates. The minimum requested capacity is 1MW, and the maximum is equal to the value of *Intraday ATC*. Within a single *Request*, only one value of the capacity may be requested for one direction and for one or more hours of the day D.

Article 6.3. Notification of the allocation results

Request of each *Registered Participant* will be processed by *Allocation Platform* applying the *First come - First served method*, and the *Registered Participant* will be immediately informed about the result through the *Allocation Platform*. In case the *Request* is accepted the *Registered Participant* will obtain intraday *PTR* with *CAI*. *EMS* and *HOPS* will immediately authorize the

Registered Participant with *CAI* to use the intraday *PTR* (by entering the *PTR* into scheduling systems) and enable the schedule declaration by the local rules.

General information and results on the allocated intraday *PTRs* for the day *D* will be published on the *EMS* website (www.ems.rs) not later than 18:00 (CET) on the day *D*+1.

Section 7

Use of intraday *PTRs*

Nomination Rules contain terms and conditions for nomination of *PTRs*. *TSOs* shall publish the *Nomination Rules* on their websites.

Persons eligible to nominate *PTRs* shall fulfill the requirement described in *Nomination Rules*.

The *PTR Holder* is obliged to use the entire amount of intraday *PTRs* with one Counterparty.

If the *PTR Holder* breaches this obligation three (3) times during one (1) calendar year, the *TSOs* (*HOPS* and/or *EMS*) shall exclude the *PTR Holder* from intraday capacity allocation process for the period of three (3) months. The *Transmission Capacity Allocator* based on the request for exclusion from *TSOs* will submit the notice about exclusion to the *PTR Holder*. This obligation is breached when the *PTR Holder* does not use (or partially use) intraday *PTR* at least one (1) hour in the gained period. Every hour of unused intraday *PTR* is counted like new breach. The exclusion becomes effective with the date set in the notice but not earlier than next day after the *Transmission Capacity Allocator* receives the request for exclusion from *TSOs*.

Section 8

Cancellation of intraday procedure

In case of an *Emergency Situation* or *Force Majeure*, the intraday process can be immediately cancelled by *EMS* and/or *HOPS* after taking into account all other available measures according to relevant national and EU legislation. It is also possible to reduce the *Intraday ATC* values. In such cases the *Intraday ATC* values for the respective hours are immediately set to 0 or another agreed value. The *Intraday ATC* remains changed until both *TSOs* agree to revoke the cancellation of the intraday procedure or the reduction of the *Intraday ATC*.

The intraday procedure might also be cancelled due to the serious disturbance to the functioning of the Internet, *Allocation Platform* and other IT Systems or devices used in the intraday process by *EMS* and/or *HOPS*. In this case there will be no financial compensation paid to the *PTR Holder* for the intraday *PTRs* gained in the intraday allocation process which could not be used.

In case of exceptional circumstances, *EMS* shall inform all *Registered Participants* via publication of the notice on the *EMS* website, if available.

Section 9

Curtailed of intraday *PTRs*

The intraday *PTRs* shall be firm as soon as allocated.

The intraday *PTRs* may be curtailed only in case of *Force Majeure* or *Emergency Situations*.

Curtailment of *PTRs* shall be executed in following order:

- *PTRs* allocated in intraday allocation process;
- Nominated intraday *PTRs*;
- Nominated long-term and daily *PTRs*.

Within each of the above listed groups of *PTRs*, proportional *Curtailment* will be used. The curtailed *PTRs* will be rounded to the next higher full MW.

The *PTR Holder* affected by curtailment of *PTRs* shall lose its right to nominate intraday *Programs* if such *PTR* exists in the moment of curtailment.

In *Emergency Situations* and *Force Majeure HOPS* and/or *EMS* may reduce remaining *Intraday ATC* for the rest of the day.

In any case *EMS* and/or *HOPS* shall inform the affected *PTR Holder* and in case of nominated *PTRs* his Counterparty about the curtailment immediately.

There will be no financial compensation paid to the *PTR Holder* for the curtailed *PTRs* gained in the intraday allocation process.

Section 10 Miscellaneous

Article 10.1. Limitation of Liability

The *TSOs*, either jointly or separately, shall not be liable to a *PTR Holder* for any damages resulting from a *PTR Holder* participating or not being able to participate in an intraday allocation process. The *PTR Holder* shall hold harmless and indemnify the *TSOs*, jointly and separately, in respect of claims regarding such damages from third parties. In no event shall *EMS* and/or *HOPS* be liable for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind.

EMS and/or *HOPS* undertake to carry out the provisions set out in the *Intraday Capacity Allocation Rules* with the diligence of a careful businessman and control area manager in compliance with the applicable regulations set out by EU law, respectively by the *EU-Regulation*, Croatian and Serbian law and regulations set out by the Croatian and Serbian Authorities.

Article 10.2 Force Majeure

EMS and/or *HOPS* shall not be held liable for non-performance, defective performance or delayed performance of obligations arising from these *Intraday Capacity Allocation Rules* if and to the extent that said non-performance, defective performance or delayed performance is due to circumstances over which the obliged party has no influence, including but not limited to *Force Majeure* or other circumstances the relevant party is not responsible for and which cannot be solved by measures which, from a technical, financial and/or economic point of view, can reasonably be taken by *EMS* and/or *HOPS*.

Article 10.3. Severability

Notwithstanding special provisions set out in these *Intraday Capacity Allocation Rules* no modification of the contract between *EMS* and/or *HOPS* on the one hand and the *Registered Participant* on the other hand shall take effect unless it is in writing, by fax or e-mail confirmed, executed and delivered by *EMS* and/or *HOPS*. If any part or provision of the *Intraday Capacity Allocation Rules* and/or its annexes are or become invalid, illegal, void and/or unenforceable, the remaining part(s) shall continue to be valid and enforceable and shall not be affected thereby. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect as far as possible.

Article 10.4. Confidentiality

By operation and performance under *Intraday Capacity Allocation Rules* *EMS* and/or *HOPS* and its affiliates, if any, may receive or have access to *Registered Participants* confidential information. Confidential information shall include all information delivered in writing and designated as “Confidential”, or disclosed other than in writing, information as to which the person to whom such information is disclosed, prior to or essentially concurrent with such disclosure, is made aware that confidential information may be or is being disclosed. *EMS* and *HOPS* agree to hold the confidential information in confidence and not to disclose without the prior consent of the *Registered Participant*, or make such confidential information available, in any form, to any third person or to use such confidential information for any purpose other than the contemplation of the provisions of these *Intraday Capacity Allocation Rules* except to public authorities.

The provisions of this Article shall not apply to any information disclosed to *EMS* and *HOPS* as contemplated by this Article if:

- before such disclosure it was public knowledge or, after such disclosure, becomes public knowledge through no fault of *EMS* and *HOPS*,
- it was known to *EMS* and *HOPS* before that disclosure,
- after that disclosure the same information is received by *EMS* and *HOPS* from a third party owing no obligation of secrecy to the respective *Registered Participant* in respect to such information.

Article 10.5. Amendments and changes

Any amendments and changes to these *Intraday Capacity Allocation Rules* shall be notified to the *Registered Participants* by means of publication of the respective new version of these *Intraday Capacity Allocation Rules* on the websites of *EMS* and *HOPS*. Such notification shall include reference to the articles amended or changed and the date on which the new version of these *Intraday Capacity Allocation Rules* enters into force. Unless stated in the respective new version of *Intraday Capacity Allocation Rules*, no new registration is required and *Registered Participants* accept the new *Intraday Capacity Allocation Rules* by further taking part in the intraday allocation process.

Article 10.6. Applicable law and Dispute Settlement

This *Intraday Capacity Allocation Rules* shall be governed by the Laws of the Republic of Serbia.

In case of a dispute which may arise as result of application of *Intraday Capacity Allocation Rules* as its integral part, or as result of breaching, suspending or declaring them null and void, the Transmission Capacity Allocator and the market participant need to put efforts in finding the mutually acceptable solution. A party to the Agreement who invokes the reason for a dispute is obligated to provide the other party with the justified notification on the existance of the reason for dispute; namely the notification will mention which article of the Agreement and Allocation Rules has been breached and it will include the invitation to the other party for amicable settlement

Where the Transmission Capacity Allocator and the market participant failed to reach an acceptable amicable settlement within thirty (30) days as of the first notification about the reason for dispute, the Parties to the Agreement concur that the resolution to dispute should be sought before the Commercial Court in Belgrade.

The place where the market participant shall discharge all its obligations arising from this *Intraday Capacity Allocation Rules* is the official headquarter of the Transmission Capacity Allocator.

Article 10.7. Notices

Except where these *Intraday Capacity Allocation Rules* provide otherwise, any notice given under these *Intraday Capacity Allocation Rules* must be in writing and addressed to the addresses given in Annex 2.

Article 10.8. List of Annexes

Annex 1	Agreement
Annex 2	List of Contacts
Annex 3	Intraday procedural gates and deadlines
Annex 4	Declaration on take-over and use of the electronic certificate

Annex 1 – Agreement

1. Joint stock company Elektromreža Srbije Beograd, Kneza Miloša 11 street, company registration number: 20054182, TIN 103921661 (hereinafter referred to as: the Transmission Capacity Allocator or JSC EMS) represented by Mr. Aleksandar Kurćubić, Executive Director for System Operation and Market (under the EMS General Manager’s Authorisation no. _____ of _____)

2. XXXXX, _____ (place, address), company registration number: _____, TIN _____, EIC _____ (hereinafter referred to as: the Market Participant), represented by _____ (title of the person authorised to represent the company),

enter into

Agreement on Participation in the Allocation of the Right to Use the Cross-Border Transmission Capacity

(hereinafter: the Agreement)

Article 1

Subject-matter of the Agreement

By means of this Agreement the Transmission Capacity Allocator and the Market Participant regulate their mutual relations in respect of exercising the rights of the Market Participant to participate in the Allocation of transmission capacities at the border between the bidding zones of JSC EMS Beograd and Hrvatski operator prijenosnog sustava d.o.o. and rights and obligations in case of allocation of the capacity in the intraday allocation, pursuant to the Rules for the Allocation of the Cross Zonal Intraday Capacity between the Bidding Zones of Croatian Transmission System Operator Ltd. (“HOPS”) and EMS AD Beograd (“EMS”) for 20__.

Intraday Capacity Allocation Rules are published on the Transmission Capacity Allocator’s website: www.ems.rs. and constitute an integral part of this Agreement.

Terms used in this Agreement have the same meaning as the terms mentioned in the Definitions of the Intraday Capacity Allocation Rules.

Article 2

Declarations of the Market Participant

Market Participant declares that it has gained full understanding of the Intraday Capacity Allocation Rules and hence it commits itself to abide to and to irrevocably accepts, without any reservations and limitations, the provisions of the Intraday Capacity Allocation Rules as well as any later published amendments to the Intraday Capacity Allocation Rules, which will be notified to the Market participant in due time, compliant to the Article 10.5 of the Intraday Capacity Allocation Rules.

Market Participants warrants that the data and information contained in the Appendix to this Agreement are true, accurate and complete.

Market Participant declares that it has been incorporated and validly existing under the laws of its country of incorporation, that it has not gone bankrupt, that no liquidation procedure nor any court procedure or other procedure have been conducted against it, which might affect the fulfilment of the conditions specified in the Intraday Capacity Allocation Rules, as well as that it has no unsettled amounts due to the Transmission Capacity Allocator or Hrvatski operator prijenosnog sustava d.o.o..

Article 3

Obligations of the Transmission Capacity Allocator and Market Participant

The Transmission Capacity Allocator and the Market Participant undertake to professionally discharge their respective duties and to act in line with their respective obligations set out in the Agreement and the Intraday Capacity Allocation Rules which form an integral part of this Agreement.

Article 4

Applicable Law and Dispute Settlement

This Agreement shall be governed by the Laws of the Republic of Serbia.

In case of a dispute which may arise as result of application of the Agreement and Intraday Capacity Allocation Rules as its integral part, or as result of breaching, suspending or declaring them null and void, the Transmission Capacity Allocator and the Market Participant need to put efforts in finding the mutually acceptable solution. A party to the Agreement who invokes the reason for a dispute is obligated to provide the other party with the justified notification on the existence of the reason for dispute; namely the notification will mention which article of the Agreement and Intraday Capacity Allocation Rules has been breached and it will include the invitation to the other party for amicable settlement.

Where the Transmission Capacity Allocator and the Market Participant failed to reach an acceptable amicable settlement within thirty (30) days as of the first notification about the reason for dispute, the Parties to the Agreement concur that the resolution to dispute should be sought before the Commercial Court in Belgrade.

The place where the Market Participant shall discharge all its obligations arising from this Agreement is the official headquarter of the Transmission Capacity Allocator.

Article 5

Non-disclosure

Parties concur that the obligations stipulated in this Agreement, as well as the information provided over the course of implementation of the Agreement shall be deemed confidential and shall not be published or disclosed to any third party.

Should any such information need to be submitted to the state authorities, organisations and institutions, or to the bodies of the international organisations whose members are the Republic of Serbia and/ or JSC EMS, each party shall send written notification to the other party before providing any information.

Article 6

The list of Authorized Market Participants (Appendix 1) is an integral part of the Agreement. Each Market Participant may change its list of authorized representatives or other information specified in Appendix 1 by submitting a validly signed Appendix 1 to the Transmission Capacity Allocator.

Article 7

This Agreement enters into force after being signed by authorised representatives of the Market Participant and the Transmission Capacity Allocator and expires on 31.12.20__.

This Agreement is executed in three (3) identical copies, two (2) of which are for the Transmission Capacity Allocator and one (1) copy is for the Market Participant.

For Market Participant

Date: _____

Signature

For JSC EMS Beograd

Date: _____

Signature

Annex 1 - Attachment 1

A list of authorized representatives of the market participant

The market participant appoints the following persons to be authorized to act on behalf of the market participant:

- for signing of the Agreement

Name	Telephone No.	Mobile phone No.	Fax No.	E-mail

- for submitting *Requests for Intraday ATC* to the *Transmission Capacity Allocator*

Name	Telephone No.	Mobile phone No.	Fax No.	E-mail

Valid postal address for sending the Agreement: (to be filled in case of address change)	
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The market participant is obliged to inform the *Transmission Capacity Allocator* promptly in case of any changes identified in the table above.

Date:

For the market participant

Signature

Annex 2 - List of Contacts

Agreement (see Annex 1) must be delivered by market participants to the *Transmission Capacity Allocator* at the following address:

EMS AD Beograd
Auction Office/Market Division
Vojvode Stepe 412
11040 Beograd
Srbija

For personal deliveries on the above mentioned address, the filing office is open between 09:00 and 14:00 (CET) on *Working Days*

Any confirmation issued by the filing office of the *Transmission Capacity Allocator* confirms only the date and time of receiving of the document - not the document's accuracy or whether or not it is correct.

Registered Participants may use for other communication with *Transmission Capacity Allocator* following fax numbers and contacts:

Allocation Rules

Name	Phone No.	e-mail	Fax No.
Mr Duško Aničić	+381 11 39 70 299 +381 11 39 57 140	dusko.anicic@ems.rs	+381 11 39 70 217

Registration of market participants

Name	Phone No.	e-mail	Fax No.
Ms Jelena Pejović	+381 11 39 57 112	jelena.pejovic@ems.rs	+381 11 39 70 695
Mr Jasmin Ličina		jasmin.licina@ems.rs	

Questions related to intraday allocation process (00:00-24:00)

	Phone No.	e-mail	Fax No.
Operational Department	+381 11 309 1850	schedule_intraday@ems.rs	+381 11 3972 954

Annex 3 – Intraday procedural gates and deadlines

The time line for every hour of intraday process is described below (H is the hour of the intraday for the day D):

Intraday period	00:00-24:00	01:00-24:00	02:00-24:00	.....	23:00-24:00
Intraday ATC is available on Allocation Platform (<i>Note: updates are continuously available</i>)	18:00 (D-1)	18:00 (D-1)	18:00 (D-1)		18:00 (D-1)
Gate for request	18:00 (D-1)- 23:00 (D-1)	18:00 (D-1)- 23:50 (D-1)	18:00 (D-1)- 01:00	.....	18:00 (D-1)- 22:00
Gate for nomination	18:00 (D-1)- 23:15 (D-1)	18:00 (D-1)- 00:15	18:00 (D-1)- 01:15	.....	18:00 (D-1) - 22:15
Matching between TSOs	18:00 (D-1)- 23:30 (D-1)	18:00 (D-1)- 00:30	18:00 (D-1)- 01:30	.....	18:00 (D-1)- 22:30
Deadline for confirmation to Serbian BRP/Croatian Market participant	23:45 (D-1)	00:45	01:45	.....	22:45
Deadline for publishing of Intraday allocation results Allocation Platform	18:00 (D+1)	18:00 (D+1)	18:00 (D+1)		18:00 (D+1)

IMPORTANT NOTE: EMS scheduling system is unavailable in period 23:50-00:10.

The indicated start and closing times are independent from the changes of day-light saving time.

Annex 4 - Declaration on take-over and use of the electronic certificate

For:

Name of the <i>User</i>	
Address, Country	
Name of the person authorized to sign the Declaration	

I.

Intraday Capacity Allocation Rules, Section 5 specify the conditions of use of electronic certificates. This document is made only with the intention to allow the *Registered Participant* communicate with the *Allocation Platform* by using the electronic certificate.

II.

The electronic certificate does not identify a specific person but it only identifies and recognizes the *Registered Participant* as a legal person or entrepreneur.

III.

The *Registered Participant* declares that it has implemented a technical device for the purposes of communication with the *Allocation Platform* (by means of web browser, or web services) in order to carry out the transactions and to accept obligations specified in the *Intraday Capacity Allocation Rules*.

IV.

As of the signature date of this document by the *Registered Participant's* representative, all of the *Registered Participant's* transactions in connection with the use of *Allocation Platform* identified by its electronic certificate bind the *Registered Participant* as if performed by any of all the Authorized representatives as nominated in Attachment 1 of Annex 1 of the *Intraday Capacity Allocation Rules* (Agreement).

V.

The *Registered Participant* declares that he took over the following electronic certificate:

Hardware token/certificate specification:

Hardware No.: _____

Certificate No. : _____ Valid till: _____

VI.

In case of loss, damage of token or/and compromised security of the electronic certificate the *Registered Participant* is obliged to inform the *Transmission Capacity Allocator* as soon as possible and the *Transmission Capacity Allocator* will revoke the certificate immediately.

Date:

For EMS AD Beograd
as *Transmission Capacity Allocator*

For the *Registered Participant*

Signature

Signature