

Multiple NEMO Arrangement (MNA) for the Croatian bidding zone in accordance with Article 45 and Article 57 of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a Guideline on Capacity Allocation and Congestion Management

No.	Article:	Comments/suggestions:	Stakeholders representative:	obrazloženje RH	Clarification/response:
1.	Preamble (Whereas)	<p>BSP notes that the statement that the MNA was developed "with the agreement of all NEMOs" may not fully reflect the fact that certain topics covered by the proposal are subject to differing interpretations and are currently being addressed through the public consultation process, where non TSOs/NEMOs could impact the proposed MNA.</p> <p>BSP further observes that the Preamble does not explicitly distinguish between framework-level arrangements and implementation or contractual arrangements, which may lead to ambiguity in later interpretation.</p>	BSP	<p>Prihvaća se. Tekst dokumenta je doraden, sve u skladu s procedurama prije donošenje konačnog teksta.</p>	<p>Accepted. The text has been further improved in line with the procedures preceding the final adoption.</p>
		<p>(11) added words: CCPs and SA, Electricity Market Act, Proposal for text with amendments: "(11) In Croatia, the role of the Electricity Market Operator is performed by a separate entity, Croatian electricity market operator Ltd. (HROTE). All NEMOs, CCPs and SA must comply with the provisions of the applicable regulation Rules on electricity market organization (Official Gazette of the Republic of Croatia, No. 107/19 and 36/20[LS2.1]), and Electricity Market Act (Official Gazette of the Republic of Croatia, br. 111/21, 83/23, 17/25) respectively, Rules on wholesale electricity market organization which shall enter into force upon the termination of the validity of (Official Gazette of the Republic of Croatia, No. 107/19 and 36/20) (hereinafter collectively referred to as: Market Rules), which govern the method for the implementation of public utility service of the electricity market operator."</p>	CROPEX	<p>Prihvaća se. Jasno definirane uloge sudionika MNA koji se moraju definirati po hrvatskoj pravnoj legislativi.</p>	<p>Accepted. Clearly defined roles of the MNA participants, which must be defined in accordance with Croatian national legislation.</p>
		<p>(12) We propose changing CCR Core to CCR Central Europe in accordance with ACER decision from December on the new organisation of CCR. Established by ACER's decision of 16 December 2025, which sets the reference as CCR Central Europe – Amendment concerning the further merger of CCR Core and CCR Italy North into the CCR CE.</p>	CROPEX	<p>Odbija se. Prijedlog će biti prihvaćen u skladu sa stavkom 17 preambule kada dođe do operativnog početka CCR CE.</p>	<p>Not accepted. The proposal will be accepted in accordance with paragraph 17. of the Preamble upon the operational start of CCR CE.</p>
		<p>(18) The rights and obligations, as well as the exercise of competences by NEMOs, CCPs, and SAs under this MNA, when delegated pursuant to CACM Regulation, shall remain subject to the Croatian national legislation. This MNA shall be interpreted and applied in conformity with such legislation and does not confer any additional rights beyond those envisaged by the Croatian national legislation. In case of delegation of tasks, each NEMO, CCP, and SA must comply with all conditions required under the Croatian national legislation for performing their respective roles in the Croatian market. These requirements fall outside the scope of this MNA, which applies only subject to such compliance.</p>		<p>Slijedom komentara koje su dostavili zainteresirani NEMO-i tijekom javnog savjetovanja i primjedbi iznesenih na radionici u okviru javnog savjetovanja, identificirali smo potrebu za uključivanjem dodatne odredbe iz točke 18. uvodnih odredbi MNA-e. Ova dopuna ima za cilj pojasniti da sve strane moraju poštivati zahtjeve i obveze proizašle iz hrvatskog nacionalnog zakonodavstva kako bi mogle obavljati svoje odgovarajuće uloge prema Uredbi o CACM-u na hrvatskom tržištu. Ti zahtjevi nisu obuhvaćeni ovom MNA-om i stoga nisu regulirani ovom MNA-om.</p>	<p>Following the comments submitted by interested NEMOs during public consultation and the remarks raised at the public consultation workshop, need to include an additional provision set out in paragraph 18. of Preamble of the MNA was identified. This addition aims to clarify that all entities must comply with the requirements and obligations arising from Croatian national legislation in order to perform their respective roles under the CACM Regulation in the Croatian market. These requirements fall outside the scope of this MNA and are therefore not governed by this MNA.</p>
2.	Article 2 (Definitions and interpretation)	<p>We suggest adding additional definitions mentioned throughout the MNA, including Croatian NEMOs, CMM, and SOB.</p>	CROPEX	<p>Djelomično se prihvaća. Članak nadopunjen definicijom Croatian NEMO. Ostali pojmovi se nisu dodavali jer su definirani u CACM-u.</p>	<p>Partially accepted. Definition of "Croatian NEMO" was added in the article. Other definitions/terms were not added, as these terms are already defined in the CACM Regulation.</p>
3.	Article 3	<p>Article 3 Application of this MNA: The following paragraph, Nord Pool EMCO proposes to include "coupling" wording below – <i>This MNA applies to Pre-coupling, Coupling and Post-coupling arrangements, which shall enable more than one NEMO in the Croatian bidding zone access to cross-zonal capacity in the day-ahead and intraday timeframe.</i></p>	Nordpool	<p>Prihvaća se. Pojam "coupling" dodan u tekst članka.</p>	<p>Accepted. The term "coupling" has been added to the text of the article.</p>
4.	Article 4	<p>2) added words: CCPs, SA and Electricity Market Act, Proposal for text with amendments: (2) Each NEMO, CCP and SA providing services within Croatia bidding zone shall comply with all conditions and obligations laid down in Market Rules and Electricity Market Act. Non-compliance with these provisions shall preclude the NEMO from carrying out any operational activities on the electricity market within the Republic of Croatia.</p>	CROPEX	<p>Prihvaća se. Tekst dokumenta je dopunjen ulogama CCP i SA budući isti zajedno sa NEMO sudjeluju u procesima definiranim MNA.</p>	<p>Accepted. Roles of the CCP and the SA were added in the article, as they, together with the NEMO, participate in the processes defined by the MNA.</p>

5.	<p>Article 5 (Pre-coupling arrangements for single day-ahead coupling)</p>	<p>BSP observes that Article 5(1)- (4) consistently refer to the provision, delivery, processing and validation of cross-zonal capacities and allocation constraints in relation to market coupling activities.</p> <p>BSP notes that, in accordance with the CACM Regulation, these activities are performed via the relevant NEMOs, which bear responsibility for receiving cross-zonal capacities and allocation constraints and for submitting the corresponding inputs to the single day-ahead coupling process, while market coupling operator functions execute algorithmic processes on behalf of NEMOs.</p>	BSP	<p>Ne prihvaća se. Definicija MCO je zadržana jer je pojam definiran u CACM i ima šire značenje od predloženog pojma "relevant NEMO"</p>	<p>Not accepted. The definition of the MCO has been retained, as the term is defined in the CACM and has a broader meaning than the proposed term "relevant NEMO".</p>
		<p>Explicit proposal for change: 1. The relevant coordinated capacity calculator established in accordance with Article 27(2) of the CACM Regulation (hereafter referred to as "CCC") shall be responsible for providing the cross-zonal capacities (hereafter referred to as "CZC") and allocation constraints (hereafter referred to as "AC") for the Croatian bidding zone borders to the relevant NEMOs Market-Coupling Operator (MCO) functions in accordance with Article 46(1) of the CACM Regulation, for the purpose of publication and allocation by the relevant NEMOs. 2. In accordance with Article 30(3) of the CACM Regulation, the Coordinated Capacity Calculator (CCC) shall deliver the validated cross-zonal capacities (CZCs) and, where applicable, allocation constraints (ACs) to the relevant NEMOs Market-Coupling Operator (MCO) functions for the purpose of capacity allocation in the Single Day-Ahead Coupling (SDAC). Pursuant to Article 46(1) of the CACM Regulation, the relevant Transmission System Operators (TSOs) and the CCC shall ensure that the CZCs and ACs for the Croatian bidding zone borders are provided to all Nominated Electricity Market Operators (NEMOs) participating in the SDAC process, to be used as inputs to the price coupling algorithm in accordance with Article 47 of the CACM Regulation. 3. The relevant NEMOs shall be responsible for the necessary arrangements between them in order to process the information. Format and timing for sending of the CZCs and ACs to the NEMOs MCO-functions shall follow the corresponding single day-ahead coupling and/or NEMO procedures. 4. The CCC shall validate that the correct CZCs and ACs are used as input for the calculations by the MCO-functions-NEMOs. The MCO-functions relevant NEMOs shall provide relevant information back to the CCC to ensure that the CCC can make this validation.</p>			
		<p>Article 5 Pre-coupling arrangements for single day-ahead coupling: The following paragraph, Nord Pool EMCO proposes to include reference to aligning the implementation guides with NEMOs during the implementation phase of the MNA project – <i>HOPS shall define the content, file formats and exchange protocols for data exchange between HOPS and the NEMOs in the Croatian bidding zone. Detailed information is provided within the relevant central, regional and local implementation guides and documents.</i></p>	Nordpool	<p>Ne prihvaća se. Člabak se referira na "relevant central, regional and local implementation guides and documents" te se podrazumjeva da se odnosi između ostalog i na "implementation guides with NEMOs". Dodatno, razmjena podataka će biti sastavni dio bilateralnih ugovora HOPS - NEMO.</p>	<p>Not accepted. The Article refers to 'relevant central, regional and local implementation guides and documents,' which inherently includes 'implementation guides with NEMOs.' Furthermore, data exchange will be an integral part of bilateral agreements between HOPS and NEMOs.</p>
6.	<p>Article 6 (Delivery and validation of single day-ahead results)</p>	<p>BSP notes that, under the CACM Regulation (in particular Articles 39 and 48), the scope and responsibilities for delivery and validation of single day-ahead coupling results are already defined at bidding zone level.</p> <p>BSP therefore observes that extending these obligations to include NEMO Trading Hub-level price and net position may go beyond the arrangements foreseen under CACM and may require clarification to ensure consistency with the regulatory framework.</p>	BSP		
		<p>Explicit proposal for change: Each NEMO offering services in the Croatian bidding zone shall deliver the single day-ahead coupling results (single day-ahead price and net position for the Croatian bidding zone and net position and price for each of the NEMO Trading Hubs in the Croatian bidding zone) to HOPS and the CCC in accordance with Article 48 of the CACM Regulation. HOPS is responsible for verifying that the results have been calculated within the validated CZCs and ACs. Each NEMO offering services in the Croatian bidding zone shall ensure and verify that the single day-ahead coupling results are based on the orders submitted by that NEMO and that these orders have been correctly represented in the coupling algorithm.</p>	BSP	<p>Prihvaća se. Pojašnjenja u zagradi će se obrisati u konačnom prijedlogu teksta MNA.</p>	<p>Accepted. The clarifications in brackets will be deleted in the final draft of the MNA.</p>
		<p>Article 6 Delivery and validation of single day-ahead results: The following paragraph, Nord Pool EMCO proposes to remove the text in brackets – "single day-ahead price and net position for the Croatian bidding zone and net position and price for each of the NEMO Trading Hubs in the Croatian bidding zone" as this detail is quite specific to be outlined in the MNA, which potentially could be addressed during the implementation phase - <i>Each NEMO offering services in the Croatian bidding zone shall deliver the single day-ahead coupling results (single day-ahead price and net position for the Croatian bidding zone and net position and price for each of the NEMO Trading Hubs in the Croatian bidding zone) to HOPS and the CCC in accordance with Article 48 of the CACM Regulation. HOPS is responsible for verifying that the results have been calculated within the validated CZCs and ACs. Each NEMO offering services in the Croatian bidding zone shall ensure and verify that the single day-ahead coupling results are based on the orders submitted by that NEMO and that these orders have been correctly represented in the coupling algorithm.</i></p>	Nordpool	<p>Prihvaća se. Pojašnjenja u zagradi će se obrisati u konačnom prijedlogu teksta MNA.</p>	<p>Accepted. The clarifications in brackets will be deleted in the final draft of the MNA.</p>

7.	Article 7 (Post-coupling: roles and responsibilities)	<p>BSP notes that shipping arrangements and related escalation mechanisms are typically addressed at central or regional level and through bilateral CCP or shipping agreements, rather than within a Multiple NEMO Arrangement under Articles 45 and 57 of the CACM Regulation.</p> <p>BSP notes that the introduction of a fixed deadline (six months prior to the proposed Go-Live) for agreeing on shipping arrangements is not explicitly foreseen under the CACM Regulation. BSP further notes that Go-Live dates for SDAC and SIDC are confirmed at central and regional governance level, rather than through local MNAs. In this context, BSP considers that such a deadline may introduce an artificial procedural dependency, creating uncertainty as to whether it is intended as a coordination mechanism or as a condition affecting implementation timelines. BSP therefore considers that Article 7(4) is not appropriate for inclusion in the MNA and should be deleted.</p> <p>With specific reference to Article 7(8), BSP observes that the part referring to the involvement of JAO relates to TSO-internal arrangements. BSP notes that such arrangements are not required for the implementation and operation of NEMO-TSO cooperation under a Multiple NEMO Arrangement. BSP therefore considers that the reference to JAO in Article 7(8) is not appropriate for inclusion in the MNA and should be deleted.</p> <p>Explicit proposal for change:</p> <p>1. In accordance with Article 7(1) and Article 68(1) and (2) of the CACM Regulation, each NEMO offering services in the Croatian bidding zone shall be responsible for ensuring clearing and settlement of energy exchanges resulting from the single day-ahead coupling. Such clearing and settlement shall be performed either directly by the NEMO acting as a Central Counter Party (CCP) or by a designated CCP acting on its behalf.</p> <p>2. In accordance with Article 68(3) and (6) of the CACM Regulation CCPs shall act as counterparties to each other for exchange of energy between them in accordance with the market coupling results with regard to the financial rights and obligations arising from these energy exchanges.</p> <p>3. Under the "Preferred shipper" model to be used on the Croatian bidding zone borders, NEMOs must organise shipping either themselves, or by their CCPs.</p> <p>4. If no agreement is reached six months before proposed Go-Live the shipping arrangements shall be decided by the regulatory authorities responsible for the bidding zones between which the clearing and settlement of the energy exchange is needed</p> <p>5.4. NEMOs or their designated CCPs shall designate their preferred shipper/preferred shipping agent (pSA). It is possible and permissible for a CCP to act as its own shipper. The pSA acts as physical counter party responsible for the delivery and receipt of energy between CCPs within or across bidding zones, in accordance with Article 68(6) of the CACM Regulation. The role of the pSA is limited to physical shipping; the financial settlement of both intra-zonal and cross-zonal energy exchanges remains under the responsibility of the CCPs. The same applies if a CCP acts as its own shipper and uses a different delivery account.</p> <p>6-5. The pSA of the delivering/exporting CCP is responsible for the activities of shipping to the receiving/importing CCP.</p> <p>7. 6. According to Article 68(7) and (8) of the CACM Regulation CCPs and/or their designated pSA, are responsible for the collection of congestion income, from both day-ahead and intraday markets, and if any, for transfer to the TSOs or to the entity acting on behalf of the TSOs according to the requirements of CACM Regulation.</p> <p>8. 7. The TSOs are responsible for ensuring the correct allocation and use of congestion income in accordance with the Congestion Income Distribution Methodology (CIDM) established under Article 73 of the CACM Regulation and approved by the relevant regulatory authorities. The operational calculation and distribution of congestion income between the concerned TSOs on each bidding zone border shall be carried out by the Joint Allocation Office (JAO) or another designated settlement entity acting on behalf of the TSOs. The TSOs shall ensure that the congestion income is used in accordance with Article 73(3) of the CACM Regulation.</p> <p>8. HOPS in the Croatian bidding zone applies the principle of "Nomination on Behalf" in respect of all scheduled exchanges resulting from Single Day-ahead Market Coupling (SDAC).</p> <p>9. Where the principle of Nomination on Behalf is applied, Shipping Agents (SAs) shall not submit their own nominations to HOPS. HOPS, acting as the Croatian TSO, shall ensure that all such nominations are consistent with and aligned to the validated Market coupling results in SDAC– Rights documents issued by CORE TSO. In case of inconsistencies due to late, wrong or non-nomination in case of Nomination on Behalf, HOPS or HROTE will not charge the NEMOs or their preferred Shipping Agents any imbalance costs.</p> <p>1) The sentence at the end of the text has been expanded.; proposed text with amendments: (1) In accordance with Article 7(1) and Article 68(1) and (2) of the CACM Regulation, each NEMO offering services in the Croatian bidding zone shall be responsible for ensuring clearing and settlement of energy exchanges resulting from the single day-ahead coupling. Such clearing and settlement shall be performed either directly by the NEMO acting as a Central Counter Party (CCP) or by a designated CCP acting on its behalf, in accordance with Croatian market regulations</p>	BSP	<p>7.4. Prihvaća se. Predložen je novi tekst članka 7. stavka 4. koji je usklađen s najnovijom europskom praksom i sada glasi: "If no agreement is reached, the shipping arrangements shall be decided by the regulatory authorities responsible for the bidding zones between which the clearing and settlement of the energy exchange is needed."</p> <p>7.5. Ne prihvaća se. Predloženim stavkom jasno je definirana uloga CCP-a, odnosno da CCP može biti i shipping agent. Ne vidimo potrebu za uvođenjem "diferent delivery accounta" za CCP jer je isto određeno samom ulogom CCPa i Shipping agenta.</p> <p>U savjetovanju 7.8., prema prijedlogu BSP 7.7. Prihvaća se. Dio članka 7. stavka 8. u savjetovanju biti će brisan jer se odnosi na OPS - JAO ugovorne odnose te kao takav nije predmet MNA</p> <p>7.8. Stavak prema prijedlogu BSP-a. Djelomično se prihvaća. Dodaje se novi stavak 7.9. kojim se djelomično prihvaća prijedlog BSP-a (novi stavak 7.8.) tako da je tekst prilagođen načinu implementacije europske prakse NoB u HR zoni trgovanja. Novi stavak 9. sada glasi: "9. HOPS in the Croatian bidding zone applies the principle of 'Nomination on Behalf' with respect to all scheduled exchanges resulting from Single Intraday Market Coupling (SIDC) of Intraday Continuous Trading."</p> <p>7.9. Stavak prema prijedlogu BSP-a. Djelomično se prihvaća. Novi stavak 9. BSP-a postaje novi stavak 7.10. MNA i djelimično se prihvaća (vidi komentar pod novi stavak 9. HOPS-a - tekst prilagođen jer se proces NOB primjenjuje samo u slučaju SIDC. Dodatno je raspisan scenarij u slučaju da je OPS uzrokovao neusklađenost tako da će se usuglasiti sa susjednim operatorom oko točnih vrijednosti.</p>	<p>7.4. Accepted. A new wording of Article 7, paragraph 4 has been proposed, aligned with the latest European practice, and now reads as follows: "If no agreement is reached, the shipping arrangements shall be decided by the regulatory authorities responsible for the bidding zones between which the clearing and settlement of the energy exchange is needed."</p> <p>7.5. Not accepted. The proposed paragraph clearly defines the role of the CCP, specifically that a CCP can also act as a shipping agent. There is no need to introduce "different delivery accounts" for the CCP, as this is already determined by the very roles of the CCP and the Shipping Agent.</p> <p>In public consultation 7.8, per the BSP proposal 7.7. Accepted. Part of Article 7, Paragraph 8 in the consultation shall be deleted as it refers to contractual relations between the TSO and the JAO and, as such, does not fall within the scope of the MNA.</p> <p>7.8. Paragraph per the BSP proposal. Partially accepted. A new Paragraph 7.9. is added, partially accepting the BSP proposal (new Paragraph 7.8), with the text adapted to the implementation method of the European "Nomination on Behalf" (NoB) practice in the Croatian bidding zone. The new Paragraph 7.9. now reads: "9. HOPS in the Croatian bidding zone applies the principle of 'Nomination on Behalf' with respect to all scheduled exchanges resulting from Single Intraday Market Coupling (SIDC) of Intraday Continuous Trading."</p> <p>7.9. Paragraph per the BSP proposal. Partially accepted. The BSP's new Paragraph 9 becomes the new Paragraph 7.10. of the MNA and is partially accepted (see comment under HOPS's new Paragraph 9 – the text is adapted because the NoB process is applied only in the case of SIDC). Additionally, a scenario has been detailed for cases where the TSO caused a mismatch, stating that they will coordinate with the neighboring operator to align the exact values.</p> <p>Accepted. Minimal changes to the wording has been made in final proposal.</p>
----	---	---	-----	--	---

		<p>Article 7 Post-coupling: roles and responsibilities: <i>The following paragraph, Nord Pool EMCO proposes to remove it – the inclusion of this paragraph is out of scope for the MNA, in our view. Alternatively, could further clarification be provided on the inclusion of this paragraph</i> <i>If no agreement is reached six months before proposed Go-Live the shipping arrangements shall be decided by the regulatory authorities responsible for the bidding zones between which the clearing and settlement of the energy exchange is needed.</i></p>	Nordpool	<p>Prihvaća se. Predložen je novi tekst članka 7. stavka 4. koji je usklađen s najnovijom europskom praksom i sada glasi: <i>"If no agreement is reached, the shipping arrangements shall be decided by the regulatory authorities responsible for the bidding zones between which the clearing and settlement of the energy exchange is needed."</i></p>	<p>Accepted. A new wording of Article 7, paragraph 4 has been proposed, aligned with the latest European practice, and now reads as follows: <i>"If no agreement is reached, the shipping arrangements shall be decided by the regulatory authorities responsible for the bidding zones between which the clearing and settlement of the energy exchange is needed."</i></p>
8.	Article 8 (Post-coupling: shipping arrangements)	<p>BSP notes that these elements constitute bilateral CCP and clearing arrangements, which are typically governed through CCP clearing rules and bilateral agreements between the relevant parties, and not through a Multiple NEMO Arrangement under Articles 45 and 57 of the CACM Regulation. With specific reference to Article 8(4)–(6), BSP observes that these paragraphs address bilateral CCP-level arrangements. BSP considers that such provisions go beyond the scope of a Multiple NEMO Arrangement and are not appropriate for inclusion in the MNA. BSP therefore considers that Article 8(4)–(6) should be deleted.</p>	BSP	<p>Prihvaća se. Bilateralni sporazumi nisu predmet MNA.</p>	<p>Accepted. Bilateral arrangements are not under the scope of MNA.</p>
		<p>We propose that a new point 7 be added as follows: (7) HOPS in the Croatian bidding zone applies the principle of 'Nomination on Behalf' with respect to all scheduled exchanges resulting from Single Intraday Market Coupling (SIDC) of Intraday Continuous Trading.</p>	CROPEX	<p>Prihvaća se. Predloženi stavak postaje sastavni dio članka 7 kao stavak 9 jer se odnosi na SIDC postcoupling aktivnosti</p>	<p>Accepted. The proposed paragraph shall become an integral part of Article 7 as paragraph 9, as it refers to SIDC post-coupling activities.</p>
9.	Article 9	<p>Article 9 Decoupling cases requires an amendment: <i>The following paragraph should be replaced with the one below to reflect the agreement between NEMOs to use VA-SDAC:</i> <i>"For the decoupled NEMO Trading Hubs not participating in the market coupling, the NEMOs shall strive to clear the bids received while remaining compliant with Regulation (EU) 2024/1747 on the Electricity Market Design Reform, in particular with respect to ensuring a Single Day-ahead Price for the Croatian Bidding Zone."</i> <i>"For day-ahead market coupling, the Croatian NEMO(s) not participating in the market coupling shall not organise local auction but may offer to their market participants the possibility to have at least some of their volumes on their platform(s) settled at the Single Day-ahead Price by way of volume-allocation."</i></p>	Nordpool	<p>Prihvaća se. Prijedlog novog stavka u skladu je sa zahtjevom ACER-a "According to Article 6.2.4(48) of Decision No 08/2025 of the European Union Agency for the Cooperation of Energy Regulators (hereinafter "ACER") of 17 September 2025 and considering the seemingly inconsistent coverage throughout the different applicable multiple NEMO arrangement concerning provisions for a single reference price for a decoupled bidding zone."</p>	<p>Accepted. The proposed new paragraph is in line with ACER's requirement, Article 6.2.4(48) of Decision No 08/2025 of the European Union Agency for the Cooperation of Energy Regulators (hereinafter "ACER") of 17 September 2025 and considering the seemingly inconsistent coverage throughout the different applicable multiple NEMO arrangement concerning provisions for a single reference price for a decoupled bidding zone.</p>
10.	Article 11	<p>Article 11 Price Reference for the Croatian Bidding Zone Price for Intraday Timeframe: <i>The following paragraph, Nord Pool EMCO proposes to remove wording "foreseen" along with minor editorial amendments:</i> <i>No reference price is applicable for intraday auctions (IDA's), as there is no local auction as a fallback in the event of partial or full decoupling of the Croatian Bidding Zone by Croatian NEMOs. In such cases, either at least one NEMO remains coupled and the Croatian price for the respective IDA is the clearing price from that auction, or there is no Croatian price determined for that IDA.</i></p>	Nordpool	<p>Prihvaća se. Predloženi tekst uključen je u konačni prijedlog teksta MNA.</p>	<p>The proposed text has been incorporated into the final draft of the MNA text.</p>
11.	Article 13(Single intraday coupling arrangements)	<p>1) Added words: Croatian legislation, Proposal for text with amendments: Each NEMO offering services in Croatia shall be a full member of the Single Intraday Coupling (SIDC) and implement the Single Intraday Coupling process in accordance with the CACM Regulation and Croatian legislation.</p>	CROPEX	<p>Prihvaća se. Dopuna je prihvaćena uz minimalnu izmjenu formulacije na način da se uz primjenu EU Uredbe nužno primjenjuje i hrvatski nacionalni propisi</p>	<p>Accepted. The amendment was accepted with a minimal modification in wording, specifying that, alongside the application of the EU Regulation, Croatian national legislation must also be applied.</p>
		<p>BSP observes that Article 14 does not clearly specify the pre-coupling arrangements applicable to Intraday Auctions (IDA). BSP notes that while pre-coupling arrangements for single intraday coupling are addressed at central level, the absence of a clear reference or linkage to IDA pre-coupling processes may create ambiguity regarding their application in the Croatian bidding zone. Explicit proposal for change:</p>	BSP		

12.	Article 14 (Pre-coupling arrangements for single intraday coupling)	<p>1. The CCCs shall provide CZCs and ACs for the Croatian bidding zone borders to the capacity management module (hereafter referred to as "CMM") in accordance with Article 58 of the CACM Regulation for IDCT.</p> <p>2. The CCCs shall provide CZCs and ACs for the Croatian bidding zone borders to the capacity management module (hereafter referred to as "CMM") in accordance with Article 58 of the CACM Regulation for IDAs to relevant NEMOs for the purpose of processing in accordance with Article 7(2) of CACM Regulation the provided CZCs and ACs as part of the MCO functions to be carried out jointly with all NEMOs.</p> <p>3. For IDAs, the relevant NEMOs shall be responsible for the necessary arrangements between them in order to process the information. Format and timing for sending of the CZCs and ACs to the MCO functions shall follow the corresponding single day-ahead coupling, Intraday auctions and/or NEMO procedures.</p> <p>4.4. For IDAs, the CCC shall validate that the correct CZCs and ACs are used as input for the calculations by the MCO functions. The MCO functions shall provide relevant information back to the CCC to ensure that the CCC can make this validation.</p> <p>2.5. Each NEMO offering services in the Croatian bidding zone shall submit the orders for a given market time unit for single matching immediately after the orders have been received from the market participants in accordance with Article 59(5) of the CACM Regulation</p>	BSP	<p>Prihvaća se.</p> <p>Dopuna članka jasno propisuje proces IDCT i IDA te razmjenu između CCC alata i NEMOa.</p> <p>Predloženi tekst biti će sastavni dio finalnog MNA.</p>	<p>Accepted.</p> <p>The addition to the Article clearly prescribes the IDCT and IDA processes, as well as the exchange between the CCC tools and NEMOs.</p> <p>The proposed text will be an integral part of the final MNA.</p>
13.	Article 15 (Delivery of single intraday results)	<p>BSP observes that Article 15 refers to the delivery of single intraday results, including bidding zone net positions and flows.</p> <p>BSP notes that an individual NEMO cannot technically deliver complete bidding zone net positions or flows where such data includes orders and results originating from other NEMOs.</p> <p>BSP therefore observes that the responsibilities described in Article 15 should be interpreted as applying to data related to the relevant NEMO Trading Hub, while any consolidated bidding zone information is derived through central or coordinated processes.</p> <p>Explicit proposal for change:</p> <p>1. Each NEMO offering services in the Croatian bidding zone shall deliver the single intraday coupling results to HOPS and the CCC in accordance with Article 60 of the CACM Regulation.</p> <p>2. The results shall include for each market time unit net positions for the relevant NEMO Trading Hub in the Croatian bidding zone and net scheduled flow for each bidding zone border.</p>	BSP	<p>Prihvaća se.</p> <p>Na ovaj način jasno je definirana uloga NEMO u dostavi "SIDC" results.</p>	<p>Accepted.</p> <p>In this way, the role of the NEMO in providing the "SIDC" results is clearly defined.</p>
		<p>1. Each NEMO offering services in the Croatian bidding zone shall deliver the single intraday coupling results to HOPS and the CCC in accordance with Article 60 of the CACM Regulation.</p> <p>2. The results shall include for each market time unit net positions for the relevant NEMO Trading Hub in the Croatian bidding zone and net scheduled flow for each bidding zone border.</p>	BSP		
14.	Article 16 (Post-coupling arrangements for single intraday coupling)	<p>With reference to Article 16(4), BSP notes that this paragraph duplicates the requirements already covered in Article 16(2). BSP therefore considers that Article 16(4) is redundant and should be deleted.</p> <p>BSP further observes that Article 16 refers to Article 68(1) of the CACM Regulation. BSP notes that reference to Article 68(2) is also relevant in this context and should be included, in order to ensure consistency with other provisions of the MNA that address clearing and settlement responsibilities.</p> <p>BSP also observes that while hub nominations and their consistency with net positions and cross-border nominations are referenced, the Article does not clarify the handling of SIDC continuous cross-border nominations, including whether such nominations are submitted by CCPs/NEMOs or by HOPS on their behalf. BSP considers that clarification of this aspect is missing.</p> <p>Explicit proposal for change:</p> <p>1. In accordance with Article 7(1) of CACM Regulation, the NEMOs shall be responsible for acting as CCP for clearing and settlement of the exchange of energy in accordance with Article 68(1) and (2) of CACM Regulation.</p> <p>2. Each CCP shall clear and settle the contracts, which result from single intraday trading between the market participants. The CCP shall provide, based on the information on the single intraday coupling, all relevant information to be compliant with Rules for the Operation of the Electricity Market. The hub nominations shall consist of information related to market participant's trade with the relevant NEMO, NEMO Hub net position and information related to cross-border nominations.</p> <p>3. The CCPs acting in the Croatian bidding zone shall agree on clearing and settlement arrangements between them. The clearing and settlement shall be done in an efficient manner with as low cost as possible.</p> <p>4. HOPS in the Croatian bidding zone applies the principle of "Nomination on Behalf" in respect of all scheduled exchanges resulting from Single Intraday Market Coupling (SIDC), consisting of Intraday Continuous Trading (IDCT) and Intraday Auctions (IDAs).</p> <p>4.5. Where the principle of Nomination on Behalf is applied, Shipping Agents (SAs) shall not submit their own nominations to HOPS. HOPS, acting as the Croatian TSO, shall ensure that all such nominations are consistent with and aligned to the validated Market coupling results in SIDC, IDAs – Rights documents issued by CORE TSO CS and by the Intraday Continuous Market Coupling solution (XBID). In case of inconsistencies due to late, wrong or non-nomination in case of Nomination on Behalf, HOPS or HROTE will not charge the NEMOs or their preferred Shipping Agents any imbalance costs.</p>	BSP	<p>16.1. Prihvaća se.</p> <p>Referenca na članak 68. stavak 2. dodana je u konačni tekst MNA.</p> <p>16.4. predloženi novi stavak od strane BSP - djelomično se prihvaća. Prijedlog teksta novog stavka 4. od strane BSP je prilagođen i dodan kao sastavni dio članka 7. jer se članak 7. odnosi na sve vremenske okvire pružanja usluga.</p> <p>16.5. predloženi novi stavak od strane BSP - djelomično se prihvaća. Vidi komentar pod novi stavak 16.4. BSP-a.</p>	<p>16.1. Accepted</p> <p>Reference to Article 68, Paragraph 2 of the CACM has been added to the final text of the MNA.</p> <p>16.4. The new paragraph proposed by BSP is partially accepted. The proposed text for the new Paragraph 4 from BSP has been adapted and added as an integral part of Article 7 because Article 7 refers to all timeframes for service provision.</p> <p>16.5. The new paragraph proposed by BSP is partially accepted. See the comment under BSP's new Paragraph 16.4.</p>

		<p>5. Each NEMO offering services in the Croatian bidding zone shall be compliant with Rules for the Operation of the Electricity Market and shall comply with the terms and conditions set for balancing and imbalance settlement.</p> <p>6. In accordance with Article 68 (3 and 6) of the CACM Regulation, CCPs shall act as counter party to each other for the exchange of energy between bidding zones with regard to the financial rights and obligations arising from these energy exchanges. The Croatian preferred shipping agent acts as a counter party between the different central counter parties for the exchange of energy.</p>		<p>16.4. u javnom savjetovanju, ovdje novi stavak 16.5. prema prijedlogu BSP - prihvaća se. Stavak je brisan u konačnoj verziji MNA. Tekst stavka je prilagođen i dodan u članku 7. stavak 11.</p> <p>16.5. u javno savjetovanju, ovdje 16.6. prijedlog BSP-a - Prihvaća se. Ispravno definirana uloga preferred shipping agenta.</p>	<p>16.4. in public consultation, per the BSP proposal 16.5.– accepted. The paragraph has been deleted in the final version of the MNA. The text of the paragraph has been adapted and added to Article 7, Paragraph 11.</p> <p>16.5. in public consultation, per the BSP proposal 16.6. – accepted. The role of the preferred shipping agent has been correctly defined.</p>
15.	Article 17	<p>Article 17 Fallback arrangements: <i>The following paragraph, Nord Pool EMCO requests for clarification on its inclusion. In our view, the fallback arrangement is already covered in the MNA. Fallback procedures shall be initiated in accordance with Art. 50 of CACM Regulation.</i></p> <p><i>In the case of a decoupling of one, more or all Croatian NEMO Trading Hubs from the SDAC or SIDC, regardless of whether SDAC or SIDC remains coupled with regard to the other NEMO Trading Hubs partially or fully decoupled on the level of Bidding Zones, the SDAC and/or SIDC fallback arrangement shall be applied to the decoupled NEMO Trading Hubs within the Croatian Bidding Zone.</i></p>	Nordpool	<p>Odbija se.</p> <p>Fallback procedura propisana je u članku 9. za sve slučajeve decouplinga: partial decoupling, full decoupling za single day-ahead coupling (SDAC), kao i određivanje cijene u slučaju istog u članku 10. MNA.</p> <p>Budući su odredbe članka 17. opće odredbe koje se referiraju na odredbe CACM-a i nisu u koliziji s člancima MNA kojima se decoupling detaljnije pojašnjava prijedlog se nije uvažio.</p>	<p>Not accepted.</p> <p>The fallback procedure is prescribed in Article 9 for all cases of decoupling: partial decoupling, full decoupling for single day-ahead coupling (SDAC), as well as price determination in such cases in Article 10 of the MNA.</p> <p>Since the provisions of Article 17 are general provisions referring to the CACM Regulation and are not in conflict with the MNA articles that explain decoupling in more detail, the proposal was not accepted.</p>