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| **Applicable Network Code** | **Amendment proposal to the Network Code** | **Explanation of the amendment** | **Amendment proposal by the User** | **Explanation of the amendment goal by the User** |
| Pursuant to the Article 248 item 2) of the Energy Law („Official Gazette of the RS” no. 145/2014 and 95/2018-other law), Item 16 paragraph 1 of the Decision on the exemption of the new interconnector for natural gas („Official Gazette of the RS” no. 15/2019) and Article 9.6. of the Incorporation act of Gastrans društvo sa ograničenom odgovornošću Novi Sad dated 26 January 2018, the directors of Gastrans društvo sa ograničenom odgovornošću Novi Sad on 03 April 2020 have rendered: | Article 248 is changed so it now reads:Pursuant to the Article 248, paragraph 1, item 2) of the Energy Law („Official Gazette of the RS” no. 145/2014, 95/2018-other law, 40/2021, 35/2023 – other law and 62/2023), Article 50 of the Regulation on network codes for balancing of natural gas transmission system („Official Gazette of the RS” no. 112/2022), Article 53 of the Regulation on network codes for congestion management procedures and publishing of data and technical information for the natural gas transmission system access („Official Gazette of the RS” no. 112/2022), Article 28, paragraph 1, of the Regulation on network codes on mutual cooperation of transmission system operators and rules for the exchange of data for the operation of interconnected system for natural gas transmission („Official Gazette of the RS” no. 112/2022), Article 41 of the Regulation on network codes related to the calculation and allocation of capacities for the natural gas transmission („Official Gazette of the RS” no. 112/2022), Item 16 paragraph 1 of the Decision on the exemption of the new interconnector for natural gas („Official Gazette of the RS” no. 15/2019) and Article 9.6. of the Incorporation act of Gastrans društvo sa ograničenom odgovornošću Novi Sad dated 26 January 2018, the directors of Gastrans društvo sa ograničenom odgovornošću Novi Sad on 03 April 2020 rendered: | Numbers of Official gazette of RS in relation to the amendments of the Energy Law and names of the Regulations with which the Network Code aligning are added. |  |  |
| Article 1.1 | Article 1.2.1  | Article 1.1 is now 1.2.1 without changing text of Article |  |  |
| Article 1.2 | Article 1.2.2  | Article 1.2 is now 1.2.2 without changing text of Article |  |  |
| Article 1.3 | Article 1.2.3  | Article 1.3 is now 1.2.3 without changing text of Article |  |  |
| Article 1.4 | Article 1.2.4  | Article 1.4 is now 1.2.4 without changing text of Article |  |  |
| Article 1.5 | Article 1.2.5  | Article 1.5 is now 1.2.5 without changing text of Article |  |  |
| Article 1.6.Part of the Pipeline capacity which is not exempted from the third party access and which is not contracted by the Long-Term GTA, shall be offered by Transporter on auctions as its Capacity Products, in line with this Network Code. Capacity Products are offered through Capacity Booking Platform at which they are available to all Persons that enter into Short-Term GTA with the Transporter and that are registered on Capacity Booking Platform, pursuant to this Network Code.  | Article 1.2.6 and text of article so now is read:Part of the Pipeline capacity which is not exempted from the third party access and which is not contracted by the Long-Term GTA, shall be offered by Transporter on auctions as its Standard Capacity Products, in line with this Network Code. Standard Capacity Products are offered through Capacity Booking Platform at which they are available to all Persons that enter into Short-Term GTA with the Transporter and that are registered on Capacity Booking Platform, pursuant to this Network Code.  | Article 1.6. is now 1.2.6 without changing text of article, except changing definition of “Capacity Product” in “Standard Capacity Product” – which is technical change done throughout the entire Network Code |  |  |
| Article 1.7The Transmission Tariffs for Capacity Products are contracted under Short-Term GTA so that they are equal to the prices achieved on auctions conducted in line with this Network Code and the rules of the Capacity Booking Platform. Before the commencement of the Gas Year, the Transporter determines the Reserve Prices for each Capacity Product and each Interconnection Point, in line with the Final Exemption Act. | Article 1.2.7 The Transmission Tariffs for Standard Capacity Products are contracted under Short-Term GTA so that they are equal to the prices achieved on auctions conducted in line with this Network Code and the rules of the Capacity Booking Platform. Before the commencement of the Gas Year, the Transporter determines the Reserve Prices for each Standard Capacity Product and each Interconnection Point, in line with the Final Exemption Act. | Article 1.7 is now 1.2.7 without changing text of Article, except changing definition of “Capacity Product” in “Standard Capacity Product” – which is technical change done throughout the entire Network Code |  |  |
| Article 1.8 | Article 1.1.1  | Article 1.8 is now 1.1.1 without changing text of Article |  |  |
| * 1. **Definitions**

In this Network Code, capitalized terms and expressions have the following meanings: | 2.1 DefinitionsIn this Network Code, capitalized expressions have the following meanings: | The word “terms” is deleted as technical redaction of Article |  |  |
| **"Adjacent Facility"** means a facility connected to the Pipeline, including: storage of Gas, a pipeline system for the transmission or distribution of Gas; | **"Adjacent Facility"** means a facility connected to the Pipeline, including: storage of Gas, a pipeline system for the transmission or distribution of Gas; | The word “terms” is deleted as technical redaction of Article |  |  |
| **"AFO Agreements"** means any and all agreements that Transporter executes with the AFO in relation to the Interconnection Point in order to enable the Transporter to perform its obligations under Long-Term GTAs and Short-Term GTAs, which agreements shall regulate, inter alia, exchange of data and all relevant technical and operational parameters with AFO; | **"AFO Agreements"** means any and all agreements, including the Interconnection Agreement, connection agreement, agreement on allocation of auction premium and other agreement that Transporter executes with the AFO in relation to the Interconnection Point in order to enable the Transporter to perform its obligations under Long-Term GTAs and Short-Term GTAs, which agreements shall regulate, inter alia, exchange of data and all relevant technical and operational parameters with AFO; | Definition of “AFO Agreements” is specified to encompass other agreements which Transporter executes with AFO  |  |  |
| **"Auction Calendar"** means the auction calendar determined pursuant to the CAM Network Code and auction calendar of ENTSOG; | **"Auction Calendar"** means the auction calendar determined pursuant to the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission and auction calendar of ENTSO-G; | Technical redaction in order to refer to the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| **"Auction Premium"** means difference between the Auction Price for any Capacity Product (including Bundled Capacity) and Reserve Price for such Capacity Product; | **"Auction Premium"** means difference between the Auction Price for any Standard Capacity Product (including Bundled Capacity) and Reserve Price for such Standard Capacity Product; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Auction Price"** means the price against which Transporter accepts on auction to contract the Capacity Product with the User on the Interconnection Point, in line with the Article 7 of this Network Code; | **"Auction Price"** means the price against which Transporter accepts on auction to contract the Standard Capacity Product with the User on the Interconnection Point, in line with the Article 7 of this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Available Capacity"** means, in relation to a particular Interconnection Point, the capacity for transport of the Natural Gas that can be made available by the Transporter to Users for contracting as a Capacity Product, calculated as the difference between the Technical Capacity and the Total Contracted Capacity on that Interconnection Point, which may be increased in line with the conditions set out in this Network Code; | **"Available Capacity"** means, in relation to a particular Interconnection Point, the capacity for transport of the Natural Gas that can be made available by the Transporter to Users for contracting as a Standard Capacity Product, calculated as the difference between the Technical Capacity and the Total Contracted Capacity on that Interconnection Point, which may be increased in line with the conditions set out in this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **“Available Credit”** means a maximum EUR amount by which a User, prior the start of auction and during its duration, demonstrates its readiness to pay the Auction Price for contracting the Capacity Product, taking into account the Transmission Fee for such contracting, calculated in line with the Article 5.3.1 of this Network Code; | **“Available Credit”** means a maximum EUR amount by which a User, prior the start of auction and during its duration, demonstrates its readiness to pay the Auction Price for contracting the Standard Capacity Product, taking into account the Transmission Fee for such contracting, calculated in line with the Article 5.3.1 of this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Balancing Agreement"** means the agreement executed between the Transporter and User with Long-Term GTA which defines the rights and obligations of the parties related to balancing and allocation matters in line with the rules specified in the Article 15 of this Network Code; |  | Definition is deleted because it is not used anymore in the Network Code |  |  |
| **"Bundled Capacity"** means a same firm capacity product, available for contracting on the both side of the same Interconnection Point, simultaneously offered in one auction through the Capacity Booking Platform by Transporter and Adjacent TSO to all users, so that Bundled Capacity is contracted simultaneously as corresponding entry and exit capacity at both sides of a particular Interconnection Point; | **"Bundled Capacity"** means a same bundled capacity product, determined by the regulation network codes related to calculation and allocation of capacities for the natural gas transmission, which is offered as firm capacity, when it is available for contracting on the both sides of the same Interconnection Point. On the Capacity Booking Platform the Transporter and the Adjacent TSO offer the Bundled Capacity simultaneously in one auction, so that Bundled Capacity is contracted simultaneously as corresponding entry and exit capacity at both sides of a particular Interconnection Point; | Technical amendment to refer to the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| **"CAM Network Code"** means Decision 2018/06/Permanent High Level Group of the Energy Community (PHLG EnC) adapting Regulation (EU) No. 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems; |  | Definition is deleted, it is not used in the Network Code anymore |  |  |
| **"Capacity Booking Platform"** means the Regional Booking Platform, an electronic auction platform for provision of services in relation to conduction of auctions and secondary trade of capacities in line with the CAM Network Code. This platform is selected by the Transporter, pursuant to the Item 12 of the Final Exemption Act, to book and contract the Capacity Products at each Interconnection Point in its name and on its behalf and to enable secondary trade of capacities, and which is also used by the Adjacent TSOs in the Republic of Bulgaria and Hungary; | **"Capacity Booking Platform"** means the Regional Booking Platform, an electronic auction platform for provision of services in relation to conduction of auctions and secondary trade of capacities in line with the regulation governing network codes related to the calculation and allocation of capacities for natural gas transmission. This platform is selected by the Transporter, pursuant to the Item 12 of the Final Exemption Act and quoted regulation on network codes, to book and contract the Standard Capacity Products at each Interconnection Point in its name and on its behalf and to enable secondary trade of capacities to the Users; | Technical amendment to refer to the Regulation on network code on capacity allocation mechanisms in gas transmission systems;Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Capacity Product"** means a part of Pipeline capacity available for the transportation of Natural Gas, offered by the Transporter on auctions for contracting the Gas Transmission Services with defined characteristics in relation to direction, duration and manner of transportation, as set out in the Article 6 of this Network Code; | **"Standard** **Capacity Product"** means a part of Pipeline capacity available for the transportation of Natural Gas, offered by the Transporter on auctions for contracting the Gas Transmission Services with defined characteristics in relation to direction, duration and manner of transportation, as set out in the Article 6 of this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Commercial Reverse Capacity"** means the type of Capacity Product offered by the Transporter in Commercial Reverse Flow. The Commercial Reverse Capacity can be offered either as Commercial Reverse Short-Term Capacity or as Commercial Reverse Yearly Capacity; | **"Commercial Reverse Capacity"** means the type of Standard Capacity Product offered by the Transporter in Commercial Reverse Flow. The Commercial Reverse Capacity can be offered either as Commercial Reverse Short-Term Capacity or as Commercial Reverse Yearly Capacity;  | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Commercial Reverse Short-Term Daily Capacity"** has the meaning specified in the Article 6.5.2.4 of this Network Code; | **"Commercial Reverse Daily Capacity"** has the meaning specified in the Article 6.5.2.4 of this Network Code; | Term “Short-Term” is deleted as redundant and to harmonize definition with definition in Article 6.5.2.4 |  |  |
| **"Commercial Reverse Short-Term Monthly Capacity"** has the meaning specified in the Article 6.5.2.3 of this Network Code;  | **"Commercial Reverse Monthly Capacity"** has the meaning specified in the Article 6.5.2.3 of this Network Code; | Term “Short-Term” is deleted as redundant and to harmonize definition with definition in Article 6.5.2.3 |  |  |
| **"Commercial Reverse Short-Term Quarterly Capacity"** has the meaning specified in the Article 6.5.2.2 of this Network Code; | **"Commercial Reverse Quarterly Capacity"** has the meaning specified in the Article 6.5.2.2 of this Network Code; | Term “Short-Term” is deleted as redundant and to harmonize definition with definition in Article 6.5.2.2 |  |  |
| **"Contracted Capacity"** means maximum capacity (expressed in kWh per hour) at the Contracted Entry Point and/or the Contracted Exit Point, that the Transporter makes available to the User for the transportation of Natural Gas, either contracted as appropriate quantity of Capacity Product in line with the Short-Term GTA and/or as Firm Long-Term Capacity in line with the Long-Term GTA; | **"Contracted Capacity"** means maximum capacity (expressed in kWh per hour) at the Contracted Entry Point and/or the Contracted Exit Point, that the Transporter makes available to the User for the transportation of Natural Gas, either contracted as appropriate quantity of Standard Capacity Product in line with the Short-Term GTA and/or as Firm Long-Term Capacity in line with the Long-Term GTA; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
|  | **"ENTSO-G"** means the European Network of Transmission System Operator for Gas; | New definition in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| **"Expert"** has the meaning specified in the Article 23.2 of this Network Code; | **"Expert"** has the meaning specified in the Article 23.1.2 of this Network Code; | Technical amendment to refer to the correct Article of the Network Code |  |  |
| "**Firm Capacity"** means capacity that the Transporter undertakes to provide to a User and cannot be interrupted nor reduced, save for the case of Schedule Maintenance or Capacity Restriction. The Firm Capacity can be either Firm Short-Term Capacity, Firm Long-Term Capacity or Firm Yearly Capacity; | "**Firm Capacity"** means capacity that the Transporter undertakes to provide to a User and cannot be interrupted nor reduced, save for the case of Schedule Maintenance, Capacity Restriction or applications of mechanisms of congestion management determined by this Network Code. The Firm Capacity can be either Firm Short-Term Capacity, Firm Long-Term Capacity or Firm Yearly Capacity; | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access |  |  |
| "**Gas Exchange Platform**" means informational platform, which is not Gastrans Electronic Data Platform, through which contracting of Natural Gas Trade is possible;  |  | Definition is deleted, it is not used in the Network Code anymore |  |  |
| **"Gross Calorific Value" or "GCV"** means the energy content, corresponding to the superior calorific value measured according to ISO 15971, in kWh of one Normal Cubic Metre of Gas; | **"Gross Calorific Value" or "GCV"** means the energy content, corresponding to the superior calorific value calculated in accordance with SRPS EN ISO 6976, in kWh of one Normal Cubic Metre of Gas; | Change of standard, so definition is pointing at applicable standard in Republic of Serbia |  |  |
|  | **"Incremental Capacity"** means a possible future increase of capacity based on market procedure, which is realised by extending of the existing technical capacity i.e. potential creation of new capacity where it does not currently exist, which may be offered on the basis of investment into the infrastructure or optimisation of long-term capacity and than allocated provided that the Market Test has positive result: i) on the existing Interconnection Points and/or ii) creation of a new Interconnection Point(s) and/or iii) as physical reverse capacity on Interconnection Point(s) on which it has not been previously offered, in accordance with the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission and Item 9 of this Network Code; | New definition in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | **"Interconnection Agreement"** means an agreement between the Transporter and an Adjacent TSO, the content of which is regulated by the regulation governing network codes on mutual cooperation of the transmission system operators and by the rules forthe exchange of data for the operation of interconnected systems for the natural gas transmission, and which, apart from the content determined in the Article 24.4.1.16 of this Network Code, could contain also operational balancing account within the rules for the natural gas quantities; | New definition in line with the Regulation on network codes on mutual cooperation of transmission system operators and rules for the exchange of data for the operation of interconnected system for natural gas transmission |  |  |
| "**Interconnection Point**" means the point where the Pipeline is connected to the Adjacent Facility and on which Capacity Products are contracted; | **"Interconnection Point"** means the point where the Pipeline is connected to the Adjacent Facility and on which Standard Capacity Products are contracted; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Market Test"** means a procedure referred to in the Article 9 of this Network Code which is to be conducted by the Transporter together with the AFO for the purpose of assessing whether there is economically justified interest among market participants for Capacity Products that would require from the Transporter to provide incremental capacity of Pipeline; | **"Market Test"** means a procedure conducted by the Transporter together with the AFO, in accordance with the regulation governing network codes related to the calculation and allocation of capacities for the natural gas transmission and the Article 9 of this Network Code, for the purpose of assessing whether there is economically justified interest among market participants for Standard Capacity Products that would require from the Transporter to provide Incremental Capacity of Pipeline; | Technical amendment to refer to the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| **"Notification on Contracting the Capacity Product"** means the notification sent by Capacity Booking Platform to the Transporter and a User, following the auction on which such User has contracted relevant Capacity Product; | **"Notification on Contracting the Standard Capacity Product"** means the notification sent by Capacity Booking Platform to the Transporter and a User, following the auction on which such User has contracted relevant Standard Capacity Product; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Operational Balancing Agreement"** or **"OBA"** means an agreement between the Transporter and an AFO defining procedures for treatment of differences between realised and nominated quantities on the Interconnection Points between transmission system of Transporter and AFO; | **"Interconnection Agreement"** means an agreement between the Transporter and an Adjacent TSO, the content of which is regulated by the regulation governing network codes on mutual cooperation of the transmission system operators and by the rules for the exchange of data for the operation of interconnected systems for the natural gas transmission, and which, apart from the content determined in the Article 24.4.1.16 of this Network Code, could contain also operational balancing account within the rules for the natural gas quantities; | Amendment made in line with the Regulation on network code on interoperability between transmission system operators and rules for changing of data necessary for operation of interconnected gas transmission systems |  |  |
| **"Person"** means a company entitled to request to become a user of a transmission system pursuant to the Energy Law: natural gas supplier, public natural gas supplier, producer of natural gas and final purchaser of the natural gas, AFO when procures the Natural Gas for its Adjacent Facility and foreign legal entity which intends to use a Pipeline solely for transit of Natural Gas through the territory of the Republic of Serbia; | **"Person"** means a company entitled to request to become a user of a transmission system pursuant to the Energy Law: natural gas supplier, wholesale natural gas supplier, public natural gas supplier, producer of natural gas and final purchaser of the natural gas, AFO when procures the Natural Gas for the needs of its Adjacent Facility in line with law governing energy and foreign legal entity which intends to use a Pipeline solely for transit of Natural Gas through the territory of the Republic of Serbia; | Amendment made to be aligned with the Energy Law |  |  |
| **"Request for Access to the System"** means the request submitted by the Applicant through Portal to the Transporter (by populating Request Form, singning Statements and attaching evidences from the Article 3.3.3 of this Network Code), for the purpose of obtaining the right to access the Pipeline; | **"Request for Access to the System"** means the request submitted by the Applicant through Portal to the Transporter (by populating and signing Request Form, signing Statements and attaching evidence from the Article 3.3.3 of this Network Code), for the purpose of obtaining the right to access the Pipeline; | Inserted term “signing” to specify provision |  |  |
| **"Reserve Price"** means the starting price for auctions which is determined for each Capacity Product and for each Interconnection Point; | **"Reserve Price"** means the starting price for auctions which is determined for each Standard Capacity Product and for each Interconnection Point; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Short-Term GTA"** means an agreement on access to the system and transportation of natural gas entered into by the Transporter and a User by which the right of User to access the system and right on provision of Gas Transmission Service when User is ready to pay Transmission Fee against Auction Price contracted for Capacity Product on auctions or on secondary trade of capacity is contracted; | **"Short-Term GTA"** means an agreement on access to the system and transportation of natural gas entered into by the Transporter and a User by which the right of User to access the system and right on provision of Gas Transmission Service when User is ready to pay Transmission Fee against Auction Price contracted for Standard Capacity Product on auctions or on secondary trade of capacity is contracted; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Statements"**that it agrees that, by submission of one or more bids in each auction in which it will participate on the Capacity Booking Platform, subsequently specifies the Request for Access to the System, (whereby such bids shall contain the determination of the requested Interconnection Points, the volume of the requested Capacity Product, as well as the price(s) that it offers to pay to Transporter for contracting of Capacity Product on auction), i.e. that accepts to realise its right on access to the system by acquiring capacity from other User in the secondary trade of capacity; | **"Statements"**that it agrees that, by submission of one or more bids in each auction in which it will participate on the Capacity Booking Platform, subsequently specifies the Request for Access to the System, (whereby such bids shall contain the determination of the requested Interconnection Points, the volume of the requested Standard Capacity Product, as well as the price(s) that it offers to pay to Transporter for contracting of Standard Capacity Product on auction), i.e. that accepts to realise its right on access to the system by acquiring capacity from other User in the secondary trade of capacity; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Surrender"** means right of User to request to cancel the contracted Gas Transmission Service by submitting Surrender Request for its Firm Capacity (other than Firm Daily Capacity and Firm Within-Day Capacity) or Commercial Reverse Capacity (other than Commercial Reverse Yearly Capacity and Commercial Reverse Daily Capacity) at an Interconnection Point according to Article 8 of this Network Code, which right of the User is effectuated provided that the Transporter offers such Surrendered Capacity as Available Capacity at auctions and contracts it as the Capacity Product with other User; | **"Surrender"** means right of User to request to cancel the contracted Gas Transmission Service by submitting Surrender Request for its Firm Capacity (other than Firm Daily Capacity and Firm Within-Day Capacity) or Commercial Reverse Capacity (other than Commercial Reverse Daily Capacity) at an Interconnection Point according to Article 8.2 of this Network Code, which right of the User is effectuated provided that the Transporter offers such Surrendered Capacity as Available Capacity at auctions and contracts it as the Standard Capacity Product with other User; | Definition of “Capacity Product” is changed in “Standard Capacity Product”;Also, Transporter allows for surrender Commercial Reverse Yearly Capacity, so this Standard Capacity Product is deleted as exceptionTechnical amendment to refer to the correct Article of the Network Code |  |  |
| **"Surrender Request"** means a request by a User to the Transporter for the Surrender of all or part Contracted Capacity as specified in the Article 8.2 of this Network Code; | **"Surrender Request"** means a request by a User to the Transporter for the Surrender of all or part Contracted Capacity as specified in the Article 8.3.1 of this Network Code; | Technical amendment to refer to the correct Article of the Network Code |  |  |
|  | **"Systematically Underutilised Contracted Capacity"** means capacity from the Article 8.5.3 of this Network Code which Transporter may takeover from the User in accordance with executed GTA; | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access |  |  |
| **"Transmission Fee"** means a fee payable by the User to the Transporter for the Gas Transmission Services, being the sum of the amounts of Transmission Tariff multiplied by the correspondent Contracted Capacity; | **"Transmission Fee"** means a fee payable by the User to the Transporter for the Gas Transmission Services, being the sum of the amounts of respective Transmission Tariff multiplied by the correspondent Contracted Capacity; | Technical amendment for clarification and precision of text |  |  |
| **"Transmission Tariff"** means the tariff which in case of the Long-Term GTA is determined in line with the Tariff Methodology, and in case of the Short-Term GTA represents the Auction Price for Capacity Product and Interconnection Point; | **"Transmission Tariff"** means the tariff which in case of the Long-Term GTA is determined in line with the Tariff Methodology, and in case of the Short-Term GTA represents the Auction Price for Standard Capacity Product and Interconnection Point; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Transportation End Date"** means Gas Day in which Gas Transmission Service ends as defined in the Long-Term GTA and/or in any Notification on Contracting of Capacity Product and/or notification on Transfer from the Article 10.3.6 of this Network Code and/or notification on Surrender from the Article 8 of this Network Code; | **"Transportation End Date"** means Gas Day in which Gas Transmission Service ends as defined in the Long-Term GTA and/or in any Notification on Contracting of Standard Capacity Product and/or notification on Transfer from the Article 10.3.6 of this Network Code and/or notification on Surrender from the Article 8 of this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| **"Transportation Start Date"** means Gas Day on which Gas Transmission Service commences as set out in a Long-Term GTA and/or in any Notification on Contracting of Capacity Product and/or notification on Transfer from the Article 10.3.6 of this Network Code and/or notification on Surrender from the Article 8 of this Network Code; | **"Transportation Start Date"** means Gas Day on which Gas Transmission Service commences as set out in a Long-Term GTA and/or in any Notification on Contracting of Standard Capacity Product and/or notification on Transfer from the Article 10.3.6 of this Network Code and/or notification on Surrender from the Article 8 of this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
|  | **"Virtual Interconnection Point"** means Exit Points Serbia which are merged for the purpose of providing of a single Gas Transmission Service; | New definition in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| **"Within-Day"** means, duration of Capacity Product, which is made available for the transportation of Natural Gas on an hourly basis for one (1) or more hours within a Gas Day; | **"Within-Day"** means, duration of Standard Capacity Product, which is made available for the transportation of Natural Gas on an hourly basis for one (1) or more hours within a Gas Day; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
|  | Other expressions used in this Network Code have the same meaning as determined in the law governing energy matters and regulations adopted pursuant to the mentioned law. | The usual clause is added with the goal to avoid taking definitions from the regulations. |  |  |
| Article 3.2.1Pursuant to the Item 12 of the Final Exemption Act, Transporter has selected Capacity Booking Platform operator to provide services of information company, in the meaning of the law governing electronic trade, to the Transporter and Users, for the purpose of effectuating actions from the Article 3.2.6 of this Network Code in electronic form, in line with this Network Code. | Article 3.2.1Pursuant to the Item 12 of the Final Exemption Act and regulation governing network codes for calculation and allocation of capacities for natural gas transmission, Transporter has selected Capacity Booking Platform operator to provide services of information company, in the meaning of the law governing electronic trade, to the Transporter and Users, for the purpose of effectuating actions from the Article 3.2.6 of this Network Code in electronic form, in line with this Network Code. | Technical amendment to refer to the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 3.2.6Users are entitled to, through Capacity Booking Platform: | Article 3.2.6Users are entitled to, through Capacity Booking Platform: | Amendment made to encompasse all services provided by the Capacity Booking Platform |  |  |
| Article 3.2.6.1be informed on auctions for contracting of Capacity Products, participate in such auctions and contract Capacity Products with the Transporter in line with the Article 7 of this Network Code for the purpose of provision of Gas Transmission Services; | Article 3.2.6.1be informed on auctions for contracting of Standard Capacity Products both bundled and unbundled capacities, participate in such auctions and contract Standard Capacity Products with the Transporter in line with the Article 7 of this Network Code for the purpose of provision of Gas Transmission Services; | Amendment made to encompasse all services provided by the Capacity Booking PlatformDefinition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
|  | Article 3.2.6.2use conversion service (bundling) of Standard Capacity Products, in accordance with the Articles 7.2.5 – 7.2.9 of this Network Code;Article 3.2.6.3submit to the Transporter the Surrender Request, in accordance with the Article 8.3.1 of this Network Code; | Amendment made to encompasse all services provided by the Capacity Booking Platform |  |  |
|  | Article 3.2.6.4express their interest for Incremental Capacity, in accordance with the Article 9 of this Network Code; and | Amendment made to encompasse all services provided by the Capacity Booking Platform |  |  |
|  | Article 3.2.6.5trade Contracted Capacity with other Users, in line with the Article 10 of this Network Code. | Amendment made to encompasse all services provided by the Capacity Booking Platform |  |  |
| Article 3.2.7Contracting of Capacity Products on auctions and secondary trade of capacities are conducted through the Capacity Booking Platform, by exchanging commercial messages between Transporter and Users in the electronic form which have legal effect as defined in the Article 7.6 of this Network Code and which represent evidence on the executed agreement, pursuant to the rules governing electronic trade. | Article 3.2.7Contracting of Standard Capacity Products on auctions and secondary trade of capacities and other actions from the Article 3.2.6 of this Network Code are conducted through the Capacity Booking Platform, by exchanging commercial messages between Transporter and Users in the electronic form which have legal effect as defined in the Article 7.6 of this Network Code and which represent evidence on the executed agreement, pursuant to the rules governing electronic trade. | Amendment made to encompasse all services provided by the Capacity Booking PlatformDefinition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article3.3.2 The Request Form, which is available on Portal and which Applicant populates and signs with the electronic signature of the individual authorised to sign e and submit the Request for Access to the System, is used for submission of the Request for Access to the System. | Article3.3.2 The Request Form, which is available on Portal and which Applicant populates and signs with the electronic signature of the individual authorised to use electronic signature and submit the Request for Access to the System, is used for submission of the Request for Access to the System . | Technical redaction of Article |  |  |
| Article 3.3.3. Together with the Request Form, Statements from the Article 2 of this Network Code signed by electronic signature of individual authorised for signing of Statements and the following evidences in the electronic form must be submitted: | Article 3.3.3.Together with the Request Form, Statements from the Article 2 of this Network Code signed by electronic signature of individual authorised for signing of the Request for access to the System, the following evidences in the electronic form must be submitted: | Technical redaction of to harmonize this provision with Article 3.3.2 of the Network Code |  |  |
| Article 3.3.3.1copy (scan) of the original excerpt on registration of the Applicant containing actual business data registered in the registry of competent body on the date of the submission of Request for Access to the System, which excerpt must not be older than three (3) months as of the date of submission of Request for Access to the System, whereby foreign legal entity accompanies the copy (scan) of the original excerpt from the relevant register which is duly legalised, with the scan of the translation thereof into Serbian language verified by the authorised court translator; and | Article 3.3.3.1excerpt on registration of the Applicant who is foreign entity, duly legalized and not older than three (3) months as of the date of submission of Request for Access to the System, which is submitted in the form of electronic document or copy (scan) of the original together with the scan of the translation thereof into Serbian language verified by the authorised court translator; and | Amendments made to harmonize this Article with the Law on General Administrative Procedure |  |  |
| Article 3.3.3.2evidence on authorization for the individual which signed the Request for Access to the System (Request Form and/or Statements) using his electronic signature, either in the form of management body decision or in the form of power of attorney, if the authorization is not evident from the copy of the excerpt on registered data. | Article 3.3.3.2evidence on authorization for the individual which signed the Request for Access to the System (Request Form and Statements) using his electronic signature, either in the form of management body decision or in the form of power of attorney, if the authorization is not evident from the official evidence of the competent authority, i.e., from the submitted excerpt on registration of the Applicant who is foreign entity. |  |  |  |
| Article 3.3.6. Upon the receipt of the Request for Access to the System, Transporter assesses and verifies whether the Applicant is entitled to request access to the system, whether the Request for Access to the System is complete, whether individual which signed the Request for Access to the System and/or the Statements, has the authorisation for signing and submitting Request for Access to the System and/or for signing of the Statements, and whether, according to the publicly available data, bankruptcy procedure is opened or liquidation procedure is initiated against Applicant. | Article 3.3.6. Upon the receipt of the Request for Access to the System, Transporter assesses and verifies whether the Applicant is entitled to request access to the system, whether the Request for Access to the System is complete, whether individual which signed the Request for Access to the System and/or the Statements, has the authorisation for signing and submitting Request for Access to the System and/or for signing of the Statements, and whether, according to the publicly available data, bankruptcy procedure is opened or liquidation procedure is initiated against Applicant. Transporter may request insight in the original in case of doubt in credibility of the evidence from Article 3.3.3.1 of this Network Code which the Applicant submitted in the form of copy (scan). | Technical redaction to harmonize this Article with Articles 3.3.3.1 and 3.3.3.2 of the Network Code |  |  |
| Article 3.4.1User and Transporter enter into Short-Term GTA for indefinite period of time by which they contract right to access the system and provision of Gas Transmission Services which are of standardised manner, duration and direction of transport as Capacity Products, so that the User is entitled to use such services when the User demonstrates its readiness and accepts to pay on a “ship or pay” basis offered Capacity Product against the price achieved on the auction (“**Auction Price**”). | Article 3.4.1User and Transporter enter into Short-Term GTA for indefinite period of time by which they contract right to access the system and provision of Gas Transmission Services which are of standardised manner, duration and direction of transport as Standard Capacity Products, so that the User is entitled to use such services when the User demonstrates its readiness and accepts to pay on a “ship or pay” basis offered Standard Capacity Product against the price achieved on the auction (“**Auction Price**”). | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 3.4.3Auction Prices for each Capacity Product and each Interconnection Point are contracted to be either equal to the Reserve Price on auction for that Capacity Product and that Interconnection Point or higher than the Reserve Price, if the higher price is achieved on the auctions in line with the Article 7 of this Network Code. | Article 3.4.3Auction Prices for each Standard Capacity Product and each Interconnection Point are contracted to be either equal to the Reserve Price on auction for that Standard Capacity Product and that Interconnection Point or higher than the Reserve Price, if the higher price is achieved on the auctions in line with the Article 7 of this Network Code. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 3.4.4Transporter determines Reserve Prices for each Gas Year in line with the Tariff Methodology and Final Exemption Act and publishes them prior the commencement of each auction for each Capacity Product and Interconnection Point. | Article 3.4.4Transporter determines Reserve Prices for each Gas Year in line with the Tariff Methodology and Final Exemption Act and publishes them prior the commencement of each auction for each Standard Capacity Product and Interconnection Point. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 3.4.5User is entitled to use Gas Transmission Service under conditions from Short-Term GTA when it contracts Capacity Product on the auction in line with the Article 7 of this Network Code or obtains Contracted Capacity from other User through secondary trade of capacities in line with the Article 10 of this Network Code. | Article 3.4.5User is entitled to use Gas Transmission Service under conditions from Short-Term GTA when it contracts Standard Capacity Product on the auction in line with the Article 7 of this Network Code or obtains Contracted Capacity from other User through secondary trade of capacities in line with the Article 10 of this Network Code. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 3.5.1.User with the valid Short-Term GTA and/or Long-Term GTA is obliged to notify the Transporter through the Gastrans Electronic Data Platform on every change of business and other data indicated in the Request for Access to the System, Short-Term GTA and/or Long-Term GTA, immediately upon occurrence or becoming aware of occurred change, and to submit evidence confirming substance of the occurred change. Transporter may, at any moment, or upon receipt of notification, require provision of additional information or delivery of evidence in connection with the occurred change | Article 3.5.1.User with the valid Short-Term GTA and/or Long-Term GTA is obliged to notify the Transporter through the Gastrans Electronic Data Platform on every change of business and other data indicated in the Request for Access to the System, Short-Term GTA and/or Long-Term GTA, immediately upon occurrence or becoming aware of occurred change, and to submit evidence confirming substance of the occurred change, unless the official register on the occurred change is held by competent body in the Republic of Serbia. Transporter may, at any moment, or upon receipt of notification, require provision of additional information or delivery of evidence in connection with the occurred change | Amendments made to harmonize this Article with the Law on General Administrative Procedure |  |  |
| Article 3.6.1User which intends to undertake a statutory change, is obliged to inform the Transporter on its intention for the purpose of timely undertaking of all necessary actions for transfer, amendment and/or termination of the Long-Term GTA and/or Short-Term GTA, GEDP User Agreement and Balancing Agreement, and providing of Credit Support determined in line with this Network Code. | Article 3.6.1User which intends to undertake a statutory change, is obliged to inform the Transporter on its intention for the purpose of timely undertaking of all necessary actions for transfer, amendment and/or termination of the Long-Term GTA and/or Short-Term GTA, GEDP User Agreement, and providing of Credit Support determined in line with this Network Code. | Amendment made because the Transported and the Users with the Long-Term GTA did not execute Balancing Agreement |  |  |
| Article 3.6.3In case of statutory change, User who has initially executed Short-Term GTA and/or Long-Term GTA shall not be relieved from any of its obligations until all debts related to the Transmission Fee and all other obligations from Short-Term GTA and/or Long-Term GTA, Balancing Agreement and GEDP User Agreement payable to the Transporter are fully settled, and in case of transfer of its rights and obligations, until the new User provides Credit Support in line with this Network Code. | Article 3.6.3In case of statutory change, User who has initially executed Short-Term GTA and/or Long-Term GTA shall not be relieved from any of its obligations until all debts related to the Transmission Fee and all other obligations from Short-Term GTA and/or Long-Term GTA and GEDP User Agreement payable to the Transporter are fully settled, and in case of transfer of its rights and obligations, until the new User provides Credit Support in line with this Network Code. | Amendment made because the Transported and the Users with the Long-Term GTA did not execute Balancing Agreement |  |  |
| Article 3.7.3The Transporter shall notify in writing the Person from the Article 3.7.2 of this Network Code on removal from the Evidence within three (3) Business Days from the cessation of Short-Term GTA or Long-Term GTA, on which day GEDP User Agreement and Balancing Agreement are automatically terminated. | Article 3.7.3The Transporter shall notify in writing the Person from the Article 3.7.2 of this Network Code on removal from the Evidence within three (3) Business Days from the cessation of Short-Term GTA or Long-Term GTA, on which day GEDP User Agreement is automatically terminated.  | Amendment made because the Transported and the Users with the Long-Term GTA did not execute Balancing Agreement |  |  |
| Article 3.8.1User with the Long-Term GTA accesses the system on the basis of the Long-Term GTA in respect to the Gas Transmission Services contracted by the Long-Term GTA. User shall execute through Portal GEDP User Agreement and Balancing Agreement with the Transporter, upon which the Transporter shall provide User with its User Code. | Article 3.8.1User with the Long-Term GTA accesses the system on the basis of the Long-Term GTA in respect to the Gas Transmission Services contracted by the Long-Term GTA. User shall execute through Portal GEDP User Agreement with the Transporter, upon which the Transporter shall provide User with its User Code. | Amendment made because the Transported and the Users with the Long-Term GTA did not execute Balancing Agreement |  |  |
| Article 3.8.3User with the Long-Term GTA which intends to contract Capacity Products envisaged by this Network Code on the auctions shall inform the Transporter on its intent in the manner provided for in Long-Term GTA and upon registration with the Capacity Booking Platform (if not already registered), shall submit to the Transporter Request for Access to the System through Portal (by signing Request Form and Statements from the Article 2 of this Network Code) and shall execute Short-Term GTA. | Article 3.8.3User with the Long-Term GTA which intends to contract Standard Capacity Products envisaged by this Network Code on the auctions shall inform the Transporter on its intent in the manner provided for in Long-Term GTA and upon registration with the Capacity Booking Platform (if not already registered), shall submit to the Transporter Request for Access to the System through Portal (by signing Request Form and Statements from the Article 2 of this Network Code) and shall execute Short-Term GTA. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 3.8.4Only the individual having the authority to represent the User with the Long-Term GTA is entitled to sign the Short-Term GTA, GEDP User Agreement, Balancing Agreement and Statements from the Article 2 of this Network Code in the name and on behalf of the User, by using his electronic signature. Such signing is considered as “expression of will” (in Serbian: *izjava volje*) under the Article 28 of the Law on Contracts and Torts of that User to undertake the obligations set out in the Short-Term GTA, GEDP User Agreement, Balancing Agreement, and all annexes thereto and in the Statements. In case that authorisation for representation of individual which shall sign agreements from this Article in the name and on behalf of the User cannot be detected from the data available to the Transporter, Transporter shall request the evidence on signing authorisation for such individual in the form of management body decision and/or power of attorney. The Transporter shall countersign the agreements from this Article as soon as such User signs them, i.e. after the verification of the authorisation of individual who has signed agreements and shall notify the Capacity Booking Platform on executed Short-Term GTA with such User at latest on the next Business Day from the date of countersigning the agreements from this Article.  | Article 3.8.4Only the individual having the authority to represent the User with the Long-Term GTA is entitled to sign the Short-Term GTA, GEDP User Agreement and Request for Access to the System (Request Form and Statements from the Article 2 of this Network Code) in the name and on behalf of the User, by using his electronic signature. Such signing is considered as “expression of will” (in Serbian: izjava volje) under the Article 28 of the Law on Contracts and Torts of that User to undertake the obligations set out in the Short-Term GTA, GEDP User Agreement and all annexes thereto and in the Statements. In case that authorisation for representation of individual which shall sign agreements from this Article in the name and on behalf of the User cannot be detected from the data available to the Transporter, Transporter shall request the evidence on signing authorisation for such individual in the form of management body decision and/or power of attorney. The Transporter shall countersign the agreements from this Article as soon as such User signs them, i.e. after the verification of the authorisation of individual who has signed agreements and shall notify the Capacity Booking Platform on executed Short-Term GTA with such User at latest on the next Business Day from the date of countersigning the agreements from this Article.  | Amendment made because the Transporter and the Users with the Long-Term GTA did not execute Balancing AgreementAmendment made to harmonize this Article with Article 3.3.3. of the Network Code |  |  |
|  | Article 4.1.1.Transporter exchanges data and notification (Communication) with AFO, User and other entity with which it executes agreement for the Interconnection Points or VTP, in accordance with the regulation governing network codes for the access to the natural gas transmission related to mutual cooperation and exchange of data for operation of the interconnected systems, calculation and allocation of capacities, congestion management and publishing of data and technical information, as well as executed AFO Agreements and rules of the capacity booking platform. | Amendment made in line with the Regulation on network code on interoperability between transmission system operators and rules for changing of data necessary for operation of interconnected gas transmission systems, Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access and Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 4.1.1.Communication between the Transporter and Users related to contracting of Capacity Products and secondary trading of capacities, as well as communication between Users in respect to the secondary trade of capacities shall be conducted through Capacity Booking Platform, using set of standardized messages as set out by the manual of the Capacity Booking Platform | Article 4.1.2.Communication between the Transporter and Users related to contracting of Standard Capacity Products and secondary trading of capacities, as well as communication between Users in respect to the secondary trade of capacities shall be conducted through Capacity Booking Platform, using set of standardized messages as set out by the manual of the Capacity Booking Platform | Article 4.1.1. becomes 4.1.2Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 4.1.2Communication between the Transporter and Users in respect to Nominations, Renomination, Matching Process and confirmations, Balancing, other notifications related to fulfilment of GEDP User Agreement i.e. Balancing Agreement, as well as communication between Users in respect to the Gas Trade shall be performed through Gastrans Electronic Data Platform using Edig@s. Until the Gastrans Electronic Data Platform becomes fully operational using Edig@s, communication and notification between Transporter and Users for the purposes from this Article shall be performed through Gastrans Electronic Data Platform using set of standardized messages published on the Transporter’s website. | Article 4.1.3Communication between the Transporter and Users in respect to Nominations, Renomination, Matching Process and confirmations, Balancing, other notifications related to fulfilment of GEDP User Agreement, as well as communication between Users in respect to the Gas Trade shall be performed through Gastrans Electronic Data Platform using Edig@s, in line with the following standardized solutions for data exchange:* + - 1. For exchange of data contained in files:
1. protocol: AS4;
2. data format: Edig@s-ХML or equivalent data format ensuring the same level of interoperability, which was published by ENTSO-G;
	* + - 1. for integrated exchange of data:
3. protocol: HTTP/S-SOAP;
4. data format: Edig@s-ХML or equivalent data format ensuring the same level of interoperability, which was published by ENTSO-G;
	* + - 1. for interactive exchange of data, protocol is HTTP/S.
 | Amendment made in line with the Regulation on network code on interoperability between transmission system operators and rules for changing of data necessary for operation of interconnected gas transmission systems |  |  |
| Article 4.1.3 In case that communication means referred to in the Articles 4.1.1 (Capacity Booking Platform) and 4.1.2 (Gastrans Electronic Data Platform) of this Network Code do not enable User to perform necessary communication through Capacity Booking Platform or Gastrans Electronic Data Platform, and in case that said communication means temporary are not operative, if Transporter informs Users that it is possible to continue communication in the reserve regime of work, Transporter and User shall communicate in the following manner and in the following order of priority: | Article 4.1.4In case that communication means referred to in the Articles 4.1.2 (Capacity Booking Platform) and 4.1.3 (Gastrans Electronic Data Platform) of this Network Code do not enable User to perform necessary communication through Capacity Booking Platform or Gastrans Electronic Data Platform, and in case that said communication means temporary are not operative, if Transporter informs Users that it is possible to continue communication in the reserve regime of work, Transporter and User shall communicate in the following manner and in the following order of priority: | Article 4.1.3 is now 4.1.4 Technical amendment to refer to the correct Article |  |  |
| Article 4.1.4All communication between Transporter and User for the purposes from the Article 4.1.3 of this Network Code must be made in Serbian language or in English language, by using, to the extent possible, the set of standardized messages as determined by Transporter. | Article 4.1.5All communication between Transporter and User for the purposes from the Article 4.1.3 of this Network Code must be made in Serbian language or in English language, by using, to the extent possible, the set of standardized messages (standardized solutions for data exchange) as determined by Transporter in accordance with applicable regulations and this Network Code. | Technical amendment for the clarification purposes |  |  |
| Article 4.1.5 | Article 4.1.6 | Article 4.1.5 is now 4.1.6 without changing text of article |  |  |
|  | Article 4.1.7In case of occurrence of events from the Article 4.1.4, 4.5.1 or other extraordinary event, Transporter, in accordance with regulations, provides to the Users the information on potential impact to the Confirmed Quantities of the User, as well as on the expected and actual end of extraordinary event. | Added clause to introduce the obligation of the Transporter in case of extraordinary event, by which is secured transparency and informating of the Users relating to the event impacting the provision of transport service. |  |  |
| Article 4.3.1The Transporter shall endeavour that Gastrans Electronic Data Platform is available on 24/7 basis to all Users. The Transporter shall not be responsible if Gastrans Electronic Data Platform is temporary unavailable for the reasons that cannot be attributed to the Transporter. | Article 4.3.1The Transporter undertakes measures to procure that Gastrans Electronic Data Platform is available on 24/7 basis to all Users. The Transporter shall not be responsible if Gastrans Electronic Data Platform is temporary unavailable for the reasons that cannot be attributed to the Transporter. | Techical amendment to precise the obligation of the Transporter |  |  |
| Article 4.3.2The Transporter shall provide all Users with unique user names, passwords and electronic certificates in order to facilitate the full access of such Users to the Gastrans Electronic Data Platform, whereby each User is obliged to accept the conditions for access to the Gastrans Electronic Data Platform set out in the GEDP User Agreement. If Transporter does not issue electronic certificates, it shall instruct User to obtain electronic certificate from the company which issues them. | Article 4.3.2The Transporter shall provide all Users with unique usernames, passwords and electronic certificates in order to facilitate the full access of such Users to the Gastrans Electronic Data Platform and secure and reliable communication. User is obliged to accept the conditions for access to the Gastrans Electronic Data Platform set out in the GEDP User Agreement. If Transporter does not issue electronic certificates, it shall instruct User to obtain electronic certificate from the company which issues them. Transporter, in accordance with regulations, secures protection of confidentiality of the data and applies security measures for the purpose of preventing unauthorized access to Gastrans Electronic Data Platform, on which actions it notifies the User. | Technical amendment to precise obligation to apply security and data protection measures  |  |  |
| Article 4.3.4the GEDP User Agreement regulates in detail the rights and obligations in respect to use of the Gastrans Electronic Data Platform. | Article 4.3.4the GEDP User Agreement regulates in detail the rights and obligations in respect to use of the Gastrans Electronic Data Platform, in accordance with the regulations and this Network Code. | Techical amendment to precise the obligations  |  |  |
|  | Article 4.4.3Transporter ensures that the duration of scheduled updates of the Gastrans Electronic Data Platform is short as possible. Transporter notifies the Users, third parties and AFO on updating the Gastrans Electronic Data Platform, timely before planned interruption. | Techical amendment to precise the obligations |  |  |
| Article 5.1.1.2funds in EUR or RSD deposited into a separate escrow account with a bank that is licensed by the National Bank of Serbia which acts as an escrow agent. | Article 5.1.1.2funds in EUR or RSD deposited into a separate escrow account with a bank that is licensed by the National Bank of Serbia which acts as an escrow agent; and/or | Technical amendment, singular in plural |  |  |
|  | Article 5.1.1.3funds in EUR or RSD deposited on the Transporter’s account | On the request of the User, the Transporter intruduces new Credit Support - deposit |  |  |
| Article 5.1.2In case when the Credit Support is provided in RSD, amount of the Credit Support for the purpose of the Articles 5.1.5 and 5.3.2 of this Network Code shall be recalculated in EUR at the middle rate of the National Bank of Serbia on the date of the issuance of bank guarantee or on the date of depositing the funds on the separate escrow account. | Article 5.1.2In case when the Credit Support is provided in RSD, amount of the Credit Support for the purpose of the Articles 5.1.5 and 5.3.2 of this Network Code shall be recalculated in EUR at the middle rate of the National Bank of Serbia on the date of the issuance of bank guarantee or on the date of depositing the funds on the separate escrow account, or on the Transporter’s account. | Amendment reflecting new Credit Support |  |  |
| Article 5.1.4By providing the Credit Support, the User secures fulfilment of its obligation to pay Transmission Fee for the contracted Capacity Product and all other payment obligations undertaken by execution of the Short-Term GTA. Credit Support serves also as a precondition for the participation in the auctions from the Article 7 of this Network Code in the manner prescribed by the Article 5.3 of this Network Code. | Article 5.1.4By providing the Credit Support, the User secures fulfilment of its obligation to pay Transmission Fee for the contracted Standard Capacity Product and all other payment obligations undertaken by execution of the Short-Term GTA. Credit Support serves also as a precondition for the participation in the auctions from the Article 7 of this Network Code in the manner prescribed by the Article 5.3 of this Network Code. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.1.5.1for monthly, daily and Within-Day Capacity Products, amount of Credit Support corresponds to the Transmission Fee, which fee is equal to the product of Auction Price and quantity of Capacity Product for which User intends to submit offer; | Article 5.1.5.1for monthly, daily and Within-Day Standard Capacity Products, amount of Credit Support corresponds to the Transmission Fee, which fee is equal to the product of Auction Price and quantity of Standard Capacity Product for which User intends to submit offer; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.1.5.2for quarterly Capacity Products amount of Credit Support corresponds to the value of 2/3 of the Transmission Fee, which fee is equal to the product of Auction Price and quantity of Capacity Product for which User intends to submit offer; | Article 5.1.5.2for quarterly Standard Capacity Products amount of Credit Support corresponds to the value of 2/3 of the Transmission Fee, which fee is equal to the product of Auction Price and quantity of Standard Capacity Product for which User intends to submit offer; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.1.5.3for yearly Capacity Products amount of Credit Support corresponds to the value of 2/12 of the Transmission Fee, which fee is equal to the product of Auction Price and quantity of Capacity Product for which User intends to submit offer. | Article 5.1.5.3for yearly Standard Capacity Products amount of Credit Support corresponds to the value of 2/12 of the Transmission Fee, which fee is equal to the product of Auction Price and quantity of Standard Capacity Product for which User intends to submit offer. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
|  | Article 5.1.6.1(v) ACRA credit rating of BBB- or better; or(vi) Expert RA credit rating of BBB- or better. | Upon the request of the User, the Transporter introduces new credit ratings |  |  |
| Article 5.2.2If Rating Exemption cease to exist during the validity of Short-Term GTA, on which circumstance the User is obliged to notify Transporter immediately upon occurrence of such event, User shall provide Transporter with the Credit Support in the amount calculated in line with the Article 5.1.5 of this Network Code for the already contracted Capacity Product within ten (10) Business Days as of the cessation of Rating Exemption. In case that Transporter becomes acquainted with such information in different manner, deadline of ten (10) Business Days is calculated as of the day of delivery of invitation to the User by Transporter to provide the Credit Support. | Article 5.2.2If Rating Exemption cease to exist during the validity of Short-Term GTA, on which circumstance the User is obliged to notify Transporter immediately upon occurrence of such event, User shall provide Transporter with the Credit Support in the amount calculated in line with the Article 5.1.5 of this Network Code for the already contracted Standard Capacity Product within ten (10) Business Days as of the cessation of Rating Exemption. In case that Transporter becomes acquainted with such information in different manner, deadline of ten (10) Business Days is calculated as of the day of delivery of invitation to the User by Transporter to provide the Credit Support. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.2.3User who does not meet Rating Exemption criteria is obliged to provide Transporter with the valid Credit Support, which meets conditions from the Article 5.1.1 of this Network Code at latest three (3) Business Days before the start of an auction on which it intends to participate. Provided Credit Support must be valid at least sixty (60) days after last day of calculation period for Capacity Product which is secured with the provided Credit Support. | Article 5.2.3User who does not meet Rating Exemption criteria is obliged to provide Transporter with the valid Credit Support, which meets conditions from the Article 5.1.1 of this Network Code at latest three (3) Business Days before the start of an auction on which it intends to participate. Provided Credit Support must be valid at least sixty (60) days after last day of calculation period for Standard Capacity Product which is secured with the provided Credit Support. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.2.5In case the User deposits funds as Credit Support, User, bank and Transporter shall execute agreement on opening escrow account. | Article 5.2.5In case the User deposits funds as Credit Support, User, bank and Transporter shall execute agreement on opening escrow account. User deposits funds as the security instrument in accordance with the Article 5.1.1.2 of this Network Code and Short-Term GTA, and deposited funds shall be used in accordance with the Articles 5.1.2, 5.3 and 5.4 of this Network Code. | Amendment reflecting new Credit Support |  |  |
| Article 5.2.8A User with a Long-Term GTA is also obliged to provide the Credit Support pursuant to this Network Code (or evidence on fulfilment of the Rating Exemption criteria from the Article 5.1.6 of this Network Code) in order to participate on the auctions for the Capacity Products from the Article 7 of this Network Code, whereby the provisions of the Long-Term GTA shall be applicable to the credit support provided pursuant to the Long-Term GTA and the provisions from this Article 5 shall be applicable to the Credit Support provided for the Short-Term GTA pursuant to this Network Code. | Article 5.2.8A User with a Long-Term GTA is also obliged to provide the Credit Support pursuant to this Network Code (or evidence on fulfilment of the Rating Exemption criteria from the Article 5.1.6 of this Network Code) in order to participate on the auctions for the Standard Capacity Products from the Article 7 of this Network Code, whereby the provisions of the Long-Term GTA shall be applicable to the credit support provided pursuant to the Long-Term GTA and the provisions from this Article 5 shall be applicable to the Credit Support provided for the Short-Term GTA pursuant to this Network Code. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.3.1.1for the auctions for monthly, daily and Within-Day Capacity Products:Available Credit = Credit Limit;Article 5.3.1.2for the auctions for quarterly Capacity Products:Available Credit = Credit Limit multiplied by 3/2;Article 5.3.1.3for the auctions for quarterly Capacity Products:Available Credit = Credit Limit multiplied by 12/2. | Article 5.3.1.1for the auctions for monthly, daily and Within-Day Standard Capacity Products:Available Credit = Credit Limit;Article 5.3.1.2for the auctions for quarterly Standard Capacity Products:Available Credit = Credit Limit multiplied by 3/2;Article 5.3.1.3for the auctions for quarterly Standard Capacity Products:Available Credit = Credit Limit multiplied by 12/2 | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.3.3User entitled to participate on a particular auction pursuant of the Article 7.5 of this Network Code is obliged to maintain its Available Credit in the amount which allows it to contract the intended quantity of Capacity Product against Auction Price. | Article 5.3.3User entitled to participate on a particular auction pursuant of the Article 7.5 of this Network Code is obliged to maintain its Available Credit in the amount which allows it to contract the intended quantity of Standard Capacity Product against Auction Price. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.4.1User shall, within the five (5) Business Day as of the day of collection of bank guarantee by Transporter for yearly and quarterly Capacity Products, provide the Transporter with new Credit Support which meets conditions from the Article 5.1.1 of this Network Code. | Article 5.4.1User shall, within the five (5) Business Day as of the day of collection of bank guarantee by Transporter for yearly and quarterly Standard Capacity Products, provide the Transporter with new Credit Support which meets conditions from the Article 5.1.1 of this Network Code. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 5.4.2User shall, within five (5) Business Days as of the withdrawal of funds from the separate escrow account, either in case of collection by Transporter or from any other reason (save for the case from the Article 5.4.4 of this Network Code), provide the Transporter new Credit Support which meets conditions from the Article 5.1.1 of this Network Code. | Article 5.4.2User shall, within five (5) Business Days as of the withdrawal of funds from the separate escrow account, either in case of collection by Transporter or from any other reason (save for the case from the Article 5.4.4 of this Network Code), provide the Transporter new Credit Support which meets conditions from the Article 5.1.1 of this Network Code. The User has the same obligation also in case of collection by the Transporter of the funds deposited on the Transporter’s account from the Article 5.1.1.3 of this Network Code. | Amendment reflecting new Credit Support |  |  |
| Article 5.4.4User is entitled to request from Transporter the withdrawal from the separate escrow account of the amount that does not serve as securing for the payment of obligations from the Article 5.1.4 of this Network Code, with simultaneous decrease of the Credit Limit for the withdrawn amount. Transporter is obliged to give its consent for the withdrawal of said amount within three (3) Business Days as of the receipt of request. | Article 5.4.4User is entitled to request from Transporter the withdrawal from the separate escrow account or from the Transporter’s account on which the User’s funds are deposited, of the amount that does not serve as securing for the payment of obligations from the Article 5.1.4 of this Network Code, with simultaneous decrease of the Credit Limit for the withdrawn amount. Transporter is obliged to give its consent for the withdrawal of said amount within three (3) Business Days as of the receipt of request. | Amendment reflecting new Credit Support |  |  |
| 1. **CAPACITY PRODUCTS**
 | **6. standard CAPACITY PRODUCTS** | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 6.1.1The Transporter offers to Users its Gas Transmission Services as Capacity Products, which are contracted either as Firm Capacity or Interruptible Capacity, in Physical Flow Direction or in Commercial Reverse Flow, for a period of one (1) Gas Year or for a period shorter than one (1) Gas Year. | Article 6.1.1The Transporter offers to Users its Gas Transmission Services as Standard Capacity Products, which are contracted either as Firm Capacity or Interruptible Capacity, in Physical Flow Direction or in Commercial Reverse Flow, for a period of one (1) Gas Year or for a period shorter than one (1) Gas Year. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 6.1.2.1 Firm Yearly Capacity, as Firm Capacity in the Physical Flow Direction for a period of one (1) Gas Year, which is offered only in case of the Surrender, cessation of the Long-Term GTA and in case from the Article 9.4 of this Network Code ("**Firm Yearly Capacity**"); | Article 6.1.2.1 Firm Yearly Capacity, as Firm Capacity in the Physical Flow Direction for a period of one (1) Gas Year, which is offered only in case of the Surrender, cessation of the Long-Term GTA and in cases from the Articles 8.5 and 9.4 of this Network Code ("**Firm Yearly Capacity**"); | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 6.1.3.1 invite Users to make the offers for contracting Available Capacity for each Capacity Product offered on auctions; Article 6.1.3.2publish Available Capacity for each Capacity Product on the Capacity Booking Platform; andArticle 6.1.3.3publish the Reserve Price for each Capacity Product and each Interconnection Point on its website and on the Capacity Booking Platform. | Article 6.1.3.1 invite Users to make the offers for contracting Available Capacity for each Standard Capacity Product offered on auctions; Article 6.1.3.2publish Available Capacity for each Standard Capacity Product on the Capacity Booking Platform; andArticle 6.1.3.3publish the Reserve Price for each Standard Capacity Product and each Interconnection Point on its website and on the Capacity Booking Platform. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 6.1.4Contracting of Capacity Products is performed in the auction procedure which are conducted through Capacity Booking Platform for each Interconnection Point, in line with the Article 7 of this Network Code. | Article 6.1.4Contracting of Standard Capacity Products which are determined by this Network Code in accordance with the regulation governing network codes on calculation and allocation of the capacities for natural gas transmission is performed in the auction procedure which are conducted through Capacity Booking Platform for each Interconnection Point, in line with the Article 7 of this Network Code. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 6.2.1Transporter shall offer for contracting Firm Yearly Capacity when firm long-term capacity from the Long-Term GTA becomes available for contracting on the basis of Surrender, cessation of the Long-Term GTA and in case from the Article 9.4 of this Network Code. | Article 6.2.1Transporter shall offer for contracting Firm Yearly Capacity when firm long-term capacity from the Long-Term GTA becomes available for contracting on the basis of Surrender, cessation of the Long-Term GTA and in cases from the Articles 8.5 and 9.4 of this Network Code. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 6.2.2Firm Yearly Capacity shall be offered for a period of one (1) or more separate Gas Years. | Article 6.2.2Firm Yearly Capacity shall be offered as the Standards Capacity Product for a period of one (1) or more separate Gas Years. | Amendment made to precise that in question is Standard Capacity Product |  |  |
| Article 6.3.1The Transporter shall offer to the Users for contracting the following Capacity Products as Firm Short-Term Capacity | Article 6.3.1The Transporter shall offer to the Users for contracting the following Standard Capacity Products as Firm Short-Term Capacity: | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 6.4.1Interruptible Daily Capacity shall be offered by the Transporter for contracting as Capacity Product to the Users at an Interconnection Point only when there is no Available Capacity for Firm Short-Term Capacity at that Interconnection Point for the following Gas Day (“**Interruptible Daily Capacity**”) | Article 6.4.1Interruptible Daily Capacity shall be offered by the Transporter for contracting as Standard Capacity Product to the Users at an Interconnection Point only when there is no Available Capacity for Firm Short-Term Capacity at that Interconnection Point for the following Gas Day (“**Interruptible Daily Capacity**”). | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 6.5.2The Transporter shall offer to the Users for contracting the following Capacity Products as Commercial Reverse Capacity: | Article 6.5.2The Transporter shall offer to the Users for contracting the following Standard Capacity Products as Commercial Reverse Capacity: | Specifying is made to clarify that the capacity does not need to be equal on the same Contracted Point, but on all entry and exit points |  |  |
| Article 6.5.3User that intends to contract Commercial Reverse Capacity must contract Commercial Reverse Capacity as a combination of equal amounts of Contracted Capacity at one Contracted Entry Point and one Contracted Exit Point. | Article 6.5.3User that intends to contract Commercial Reverse Capacity must contract Commercial Reverse Capacity as a combination of equal amounts of Contracted Capacities at Contracted Entry Points and Contracted Exit Points. | Technical amendments to specify that capacity does not need to be equal on the same Contracted Point, but on all Entry/Exit Points. |  |  |
| Article 7.1.1The following Capacity Products as Firm Short-Term Capacity shall be offered by the Transporter for contracting at each Interconnection Point, as long as there is Available Capacity at that Interconnection Point to accommodate the offering of those Capacity Products, in the following order of priority: | Article 7.1.1The following Standard Capacity Products as Firm Short-Term Capacity shall be offered by the Transporter for contracting at each Interconnection Point, as long as there is Available Capacity at that Interconnection Point to accommodate the offering of those Standard Capacity Products, in the following order of priority: | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.1.2 Firm Yearly Capacity at each Interconnection Point for the following Gas Year shall be offered for contracting by the Transporter at the annual auction for Firm Yearly Capacity, in case that Firm Yearly Capacity becomes available as a consequence of Surrender in line with the Article 8. of this Network Code or as a consequence of cessation of Long-Term GTA. It is required that the difference between Technical Capacity of that Interconnection Point reduced by all Contracted Capacities and increased for Surrendered Capacity and capacity existing as a consequence of cessation of Long-Term GTA at that Interconnection Point that relate to the period which includes relevant Gas Year, and the capacity that the Transporter must reserve for Short-Term Capacity Products at that Interconnection Point pursuant to the Final Exemption Act is a positive number. | Article 7.1.2Firm Yearly Capacity at each Interconnection Point for the following Gas Year shall be offered for contracting by the Transporter at the annual auction for Firm Yearly Capacity, in case that Firm Yearly Capacity becomes available as a consequence of Surrender in line with the Article 8.2 of this Network Code or as a consequence of cessation of Long-Term GTA. It is required that the difference between Technical Capacity of that Interconnection Point reduced by all Contracted Capacities and increased for Surrendered Capacity and capacity existing as a consequence of cessation of Long-Term GTA at that Interconnection Point that relate to the period which includes relevant Gas Year, and the capacity that the Transporter must reserve for Short-Term Standard Capacity Products at that Interconnection Point pursuant to the Final Exemption Act is a positive number. | Technical redaction to refer to correct Article of the Network CodeDefinition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
|  | Article 7.1.5Notwithstanding the other provisions of this Article, Transporter, in agreement with the AFO, offers the Standard Capacity Products on auctions for the Virtual Interconnection Point. | Subject change reflects the practice between the Transporter and AFO on the Exit Points Serbia |  |  |
|  | Article 7.2.1Transporter offers unbundled and bundled Standard Capacity Products to the Users. | New Article inserted in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 7.2.1Transporter may offer for contracting Firm Capacity in Physical Flow Direction as Bundled Capacity at each Interconnection Point after the Transporter has entered into an agreement with the Adjacent TSO thereon, to the extent that transportation capacity is available on both sides of that Interconnection Point. If the amount of a particular Capacity Product for Firm Short-Term Capacity to be offered at an Interconnection Point by the Transporter is different than the amount of capacity to be offered by the Adjacent TSO for the same standard capacity product, the lower of the two amounts of capacities shall be offered as Bundled Capacity whereby the outstanding part of capacity shall be offered as unbundled capacity on the relevant side of that Interconnection Point. | Article 7.2.2Transporter and AFO, on a single auction, offer jointly Firm Capacity in Physical Flow Direction as Bundled Capacity (Standard Capacity Product) which is in the same quantity available at each side of the Interconnection Point. Bundled Capacities are offered in accordance with the Auction Calendar on each Interconnection Point after the Transporter has entered into an agreement with the Adjacent TSO thereon, to the extent that transportation capacity is available on both sides of that Interconnection Point. If the amount of a particular Standard Capacity Product for Firm Short-Term Capacity to be offered at an Interconnection Point by the Transporter is different than the amount of capacity to be offered by the Adjacent TSO for the same standard capacity product, the lower of the two amounts of capacities shall be offered as Bundled Capacity whereby the outstanding part of capacity shall be offered as unbundled capacity on the relevant side of that Interconnection Point. | Article 7.2.1 becomes 7.2.2Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 7.2.2Bundled Capacity at a specific Interconnection Point shall be offered through auction held on the Capacity Booking Platform. Users may contract Physical Flow Direction capacity on both sides of an Interconnection Point as Bundled Capacity through a single contracting procedure. | Article 7.2.3Bundled Capacity at a specific Interconnection Point shall be offered through auction held on the Capacity Booking Platform. Users contract Physical Flow Direction capacity on both sides of an Interconnection Point as Bundled Capacity through a single contracting procedure. | Article 7.2.3 becomes 7.2.4Technical redaction of article |  |  |
| Article 7.2.3 | Article 7.2.4 | Article 7.2.3 becomes 7.2.4 without change of provision |  |  |
|  | Article 7.2.5The User may invite the Transporter to, together with the Adjacent TSO, take part in negotiations for the purpose of reaching agreement on bundling between that User and users with contracted capacity with the Adjacent TSO on one Interconnection Point. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 7.2.6If the User and users with contracted capacity with the Adjacent TSO reach the agreement on bundling without participation of the Transporter in negotiations, the User shall, without delay, notify the Transporter on reached agreement on bundling, for the purpose of implementation of transfer of the Contracted Capacity of that User or part thereof, aimed to bundling of capacity. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 7.2.7The Transporter and the User notify AERS on capacities from existing Long-Term GTA or Short-Term GTA which they have agreed to use as bundled capacities. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 7.2.8In the event when the Adjacent TSO does not offer quantity of unbundled capacity which the User contracted with the Transporter on the relevant Interconnection Point, the User has the right to conduct the capacity conversion in the manner that it will convert its unbundled capacity contracted with the Transporter for respective annual, quarterly or monthly Standard Capacity Products for Bundled Firm Capacity on that Interconnection Point. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 7.2.9Conversion from the Article 7.2.8 of this Network Code is based on the conversion model determined by ENTSO-G. Transporter does not charge the conversion cost to the Users, save for the possible Auction Premium which is realized in accordance with this Network Code and the rules of the Capacity Booking Platform on the respective auction. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 7.3.1Transporter for Entry Point Horgoš/Kiškundorožma 1200, Entry Point Serbia and Exit Point Kirevo/Zaječar shall offer for contracting the following Capacity Products as Commercial Reverse Capacity in the following order: | Article 7.3.1Transporter for Entry Point Horgoš/Kiškundorožma 1200, Entry Point Serbia and Exit Point Kirevo/Zaječar shall offer for contracting the following Standard Capacity Products as Commercial Reverse Capacity in the following order: | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.4.1The Transporter publishes an auction for particular Capacity Product for particular Interconnection Point on the Capacity Booking Platform. The publication contains at least the following information: (i) the Available Capacity offered as relevant Capacity Product at relevant Interconnection Point, (ii) the Reserve Price, and (iii) large price step and small price step for yearly, quarterly and monthly auctions. | Article 7.4.1The Transporter publishes an auction for particular Standard Capacity Product for particular Interconnection Point on the Capacity Booking Platform. The publication contains at least the following information: (i) the Available Capacity offered as relevant Standard Capacity Product at relevant Interconnection Point, (ii) the Reserve Price, and (iii) large price step and small price step for yearly, quarterly and monthly auctions. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.4.7Publication of auction for a Capacity Products on the Capacity Booking Platform shall have the contractual effect as set out in the Articles 7.6.6 – 7.6.8 of this Network Code in case of an auction applying an ascending clock auction algorithm and has the effect as set out in the Article 7.6.14 of this Network Code in case of an auction applying a uniform price auction algorithm | Article 7.4.7Publication of auction for a Standard Capacity Products on the Capacity Booking Platform shall have the contractual effect as set out in the Articles 7.6.6 – 7.6.8 of this Network Code in case of an auction applying an ascending clock auction algorithm and has the effect as set out in the Article 7.6.14 of this Network Code in case of an auction applying a uniform price auction algorithm | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.5.1User may participate in an auction if it has provided to the Transporter the Credit Support as set out in the Article 5 of this Network Code and if its Available Credit calculated in line with the Article 5.3.1 of this Network Code and published by Transporter over Capacity Booking Platform, allows it to contract at least one (1) kWh/h of the Capacity Product offered on auction. | Article 7.5.1User may participate in an auction if it has provided to the Transporter the Credit Support as set out in the Article 5 of this Network Code and if its Available Credit calculated in line with the Article 5.3.1 of this Network Code and published by Transporter over Capacity Booking Platform, allows it to contract at least one (1) kWh/h of the Standard Capacity Product offered on auction | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.6.5Ascending clock auction algorithm shall be applicable to the auctions for Firm Yearly Capacity, Firm Short-Term Capacity and Commercial Reverse Capacity (other than Firm Daily Capacity, Firm Within-Day Capacity, Commercial Reverse Daily Capacity and Interruptible Daily Capacity), enabling Users to place volume bids against escalating prices announced in consecutive bidding rounds, starting at the Reserve Price. Ascending clock auction shall be conducted in line with the Articles 7.6.5-7.6.12 of this Network Code which corresponds to the procedure and ascending clock auction algorithm set out in the CAM Network Code. | Article 7.6.5Ascending clock auction algorithm shall be applicable to the auctions for Firm Yearly Capacity, Firm Short-Term Capacity and Commercial Reverse Capacity (other than Firm Daily Capacity, Firm Within-Day Capacity, Commercial Reverse Daily Capacity and Interruptible Daily Capacity), enabling Users to place volume bids against escalating prices announced in consecutive bidding rounds, starting at the Reserve Price. Ascending clock auction shall be conducted in line with the Articles 7.6.5-7.6.12 of this Network Code and the Article 17 of the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 7.6.13Uniform price auction algorithm shall be applied on auctions for Firm Daily Capacity, Firm Within-Day Capacity, Commercial Reverse Daily Capacity and Interruptible Daily Capacity, where there is a single bidding round in which Users bid price as well as an amount of the capacity. Uniform price auction will be conducted in line with the Articles 7.6.13-7.6.22 of this Network Code which corresponds to the procedure and uniform price auction algorithm set out in the CAM Network Code. | Article 7.6.13Uniform price auction algorithm shall be applied on auctions for Firm Daily Capacity, Firm Within-Day Capacity, Commercial Reverse Daily Capacity and Interruptible Daily Capacity, where there is a single bidding round in which Users bid price as well as an amount of the capacity. Uniform price auction will be conducted in line with the Articles 7.6.13-7.6.22 of this Network Code and the Article 18 of the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 7.6.15 User’s bid shall contain quantity of the Capacity Product which User intends to contract, minimum requested quantity of the Capacity Product which User is ready to contract in case that in line with this Network Code quantity from the bid cannot be contracted, as well as the price against which is ready to contract the Capacity Product, which price cannot be lower than the Reserve Price.  | Article 7.6.15User’s bid shall contain quantity of the Standard Capacity Product which User intends to contract, minimum requested quantity of the Standard Capacity Product which User is ready to contract in case that in line with this Network Code quantity from the bid cannot be contracted, as well as the price against which is ready to contract the Standard Capacity Product, which price cannot be lower than the Reserve Price.  | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.6.18Bid which requested quantity of Capacity Product, together with the bids from the Article 7.6.17 of this Network Code, exceeds Available Capacity is considered as accepted by the Transporter, provided that the minimum quantity from the Article 7.6.15 of this Network Code is less or equal to the difference between the Available Capacity and total amount of quantity from the bids from the Article 7.6.17 of this Network Code. | Article 7.6.18Bid which requested quantity of Standard Capacity Product, together with the bids from the Article 7.6.17 of this Network Code, exceeds Available Capacity is considered as accepted by the Transporter, provided that the minimum quantity from the Article 7.6.15 of this Network Code is less or equal to the difference between the Available Capacity and total amount of quantity from the bids from the Article 7.6.17 of this Network Code. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.7.1Users shall be notified on an individual basis on the Available Capacity that they have contracted at the relevant auction by sending Notification on Contracting the Capacity Product which notification contains the following data: Contract Capacity, Capacity Product, Transportation Start Date, Transportation End Date, Interconnection Point as Contracted Entry Point or Contracted Exit Point and Auction Price. The Transporter shall publish aggregated information of auction results by posting this information on Gastrans' website. | Article 7.7.1Users shall be notified on an individual basis on the Available Capacity that they have contracted at the relevant auction by sending Notification on Contracting the Standard Capacity Product which notification contains the following data: Contract Capacity, Standard Capacity Product, Transportation Start Date, Transportation End Date, Interconnection Point as Contracted Entry Point or Contracted Exit Point and Auction Price. The Transporter shall publish aggregated information of auction results by posting this information on Gastrans' website. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.7.4Day of delivering of Notification on Contracting the Capacity Product to the User through Capacity Booking Platform is the day in which requested volume and type of the Capacity Product for the transport on the requested Entry Point or Exit Point is considered contracted (“**Contracted Capacity**”). | Article 7.7.4Day of delivering of Notification on Contracting the Standard Capacity Product to the User through Capacity Booking Platform is the day in which requested volume and type of the Standard Capacity Product for the transport on the requested Entry Point or Exit Point is considered contracted (“**Contracted Capacity**”). | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 7.7.5As from the day of delivery of Notification on Contracting the Capacity Product to the User through Capacity Booking Platform, the Transporter becomes obliged to enable the provision of the Gas Transmission Service to the User in the Contracted Capacity starting from the Gas Day which is determined as the start of the gas transmission in the Notification on Contracting the Capacity Product, from which Gas Day User is entitled to deliver Gas for transport at the Contracted Entry Point or to take over Gas at the Contracted Exit Point in the Contracted Capacity. | Article 7.7.5As from the day of delivery of Notification on Contracting the Standard Capacity Product to the User through Capacity Booking Platform, the Transporter becomes obliged to enable the provision of the Gas Transmission Service to the User in the Contracted Capacity starting from the Gas Day which is determined as the start of the gas transmission in the Notification on Contracting the Standard Capacity Product, from which Gas Day User is entitled to deliver Gas for transport at the Contracted Entry Point or to take over Gas at the Contracted Exit Point in the Contracted Capacity. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| 8.SURRENDER OF THE CONTRACTED CAPACITY | 8.CONGESTION MANAGEMENT PROCEDURES | Name of the chapter changed in line with the the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 8.1.1Pursuant to Item 16 Paragraph 2 Point 2) of the Final Exemption Act, the User may request to Surrender to the Transporter part of or all Contracted Capacity which User does not intend to use so that the Transporter may offer it on auctions in line with the Article 7 of this Network Code and contract it with the other User in case of contractual congestion.  | Article 8.1.1For the purpose of congestion management the Transporter offer for contracting the Interruptible Capacity in accordance with the Article 7.1.3 of this Network Code, enables secondary trade with capacities in accordance with the Article 10 of this Network Code, applies Firm Day-Ahead “Use It or Lose It” mechanism in accordance with the Article 12.7 of this Network Code when AERS renders the act thereof in accordance with the Article 17 of the regulation governing network codes for the procedure of congestion management and publication of data and technical information for the access to the natural gas transmission system, applies Long-Term “Use It or Lose It” mechanism in accordance with the Article 8.5 of this Network Code when AERS renders the act thereof in accordance with the Article 25 of the regulation governing network codes for the procedure of congestion management and publication of data and technical information for the access to the natural gas transmission system, as well as Surrender in accordance with the Article 8.2 of this Network Code. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | **8.2 Surrender of the Contracted Capacity - General** | Change of article number before part regulating Surrender |  |  |
| Article 8.1.2User is entitled to request Surrender of Firm Capacity in duration that corresponds to Firm Yearly Capacity, Firm Quarterly Capacity or Firm Monthly Capacity and Commercial Reverse Capacity in duration that corresponds to Commercial Reverse Quarterly Capacity or Commercial Reverse Monthly Capacity. | Article 8.2.1The User is entitled to request to Surrender to the Transporter part of or all Contracted Capacity which User does not intend to use so that the Transporter may offer it on auctions in line with the Article 7 of this Network Code and contract it with the other User in case of contractual congestion.  | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 8.1.2A User may request Surrender of Firm Capacity corresponding to Firm Yearly Capacity only for the next Gas Year which is offered at auction. | Article 8.2.2User is entitled to request Surrender of its contracted Firm Capacity in duration that allows the Transporter to offer such surrendered capacity at the auction as Firm Yearly Capacity, Firm Quarterly Capacity or Firm Monthly Capacity. User is entitled to request Surrender of its contracted Commercial Reverse Capacity in duration which allows the Transporter to offer such surrendered capacity at the auction as Commercial Reverse Yearly Capacity, Commercial Reverse Quarterly Capacity or Commercial Reverse Monthly Capacity. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 8.2.1A User who intends to Surrender Contracted Capacity is required to send a Surrender Request to the Transporter through Capacity Booking Platform. The Surrender Request must be sent to the Transporter no later than 10:00 CET on the date falling four (4) Business Days before the date of publication of Available Capacity for the relevant auction in which the Surrendered Capacity will be offered. User must populate the form of Surrender Request available on the Capacity Booking Platform which contains in particular: | Article 8.3.1A User who intends to Surrender Contracted Capacity is required to send a Surrender Request to the Transporter through Capacity Booking Platform. The Surrender Request must be sent to the Transporter no later than 10:00 CET on the date falling four (4) Business Days before the date determined in the Auction Calendar for the date of publication of Available Capacity for the relevant auction in which the Surrendered Capacity will be offered. User must populate the form of Surrender Request available on the Capacity Booking Platform which contains in particular: | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 8.2.1.1 | Article 8.3.1.1 | Article 8.2.1.1 is now 8.3.1.1 without changing text of Article |  |  |
| Article 8.2.1.2the quantity and Capacity Product of the Contracted Capacity that is being Surrendered; | Article 8.3.1.2the quantity and Standard Capacity Product of the Contracted Capacity that is being Surrendered; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 8.2.1.3the duration of the capacity subject to Surrender (corresponding to one of the standard Capacity Products set out above); and | Article 8.3.1.3the duration of the capacity subject to Surrender (corresponding to one of the Standard Capacity Products set out above in the Article 8.2.2.); and | Definition of “Capacity Product” is changed in “Standard Capacity Product”Reference to article is added |  |  |
| Article 8.2.1.4 | Article 8.3.1.4 | Article 8.2.1.4 is now 8.3.1.4 without changing text of Article |  |  |
| Article 8.2.2If a Surrender Request, populated on the Capacity Booking Platform, contains all requested data and Capacity Product corresponds to the requirements from the Article 8.1 of this Network Code the Transporter must notify the User that the Surrender Request is accepted no later than 10:00 CET on the date falling two (2) Business Days before the date of publication of Available Capacity for the relevant auction in which the Surrendered Capacity will be offered. | Article 8.3.2If a Surrender Request, populated on the Capacity Booking Platform, contains all requested data and Standard Capacity Product corresponds to the requirements from the Article 8.2.2 of this Network Code the Transporter must notify the User that the Surrender Request is accepted no later than 10:00 CET on the date falling two (2) Business Days before the date of publication of Available Capacity for the relevant auction in which the Surrendered Capacity will be offered. | Definition of “Capacity Product” is changed in “Standard Capacity Product”Amendments made to refer to correct Article |  |  |
| Article 8.2.3 | Article 8.3.3 | Article 8.2.3 is now 8.3.3 without changing text of Article |  |  |
| Article 8.2.4 | Article 8.3.4 | Article 8.2.4 is now 8.3.4 without changing text of Article |  |  |
| Article 8.2.5 | Article 8.3.5 | Article 8.2.5 is now 8.3.5 without changing text of Article |  |  |
| Article 8.2.5.1 | Article 8.3.5.1 | Article 8.2.5.1 is now 8.3.5.1 without changing text of Article |  |  |
| Article 8.2.5.2 | Article 8.3.5.2 | Article 8.2.5.2 is now 8.3.5.2 without changing text of Article |  |  |
| Article 8.2.6 | Article 8.3.6 | Article 8.2.6 is now 8.3.6 without changing text of Article |  |  |
| Article 8.2.7 | Article 8.3.7 | Article 8.2.7 is now 8.3.7 without changing text of Article |  |  |
| Article 8.2.7.1 | Article 8.3.7.1 | Article 8.2.7.1 is now 8.3.7.1 without changing text of Article |  |  |
| Article 8.2.7.2amount payable to the Transporter (if applicable) calculated in line with the Article 8.3 of the Network Code. | Article 8.3.7.2amount payable to the Transporter (if applicable) calculated in line with the Article 8.4 of this Network Code. | Refering to article of Network code changed in line with other amendments of this article 8 |  |  |
| Article 8.2.8 | Article 8.3.8 | Article 8.2.8 is now 8.3.8 without changing text of Article |  |  |
| Article 8.2.9The User retains all rights and obligations under the Short-Term GTA and/or Long-Term GTA for the whole Contracted Capacity including the Surrendered Capacity (except for right of the User to trade with Contracted Capacity in line with the Article 10 of this Network Code when requesting Surrender) until such Surrendered Capacity is contracted between Transporter and new User in whole or in part. After contracting the Surrendered Capacity on auction, Short-Term GTA of the User whose Surrendered Capacity was recontracted on auction is considered amended on the day on which the Capacity Booking Platform confirms to the Transporter contracting of Surrendered Capacity, on which day all rights and obligations of User will cease in relation to quantity and duration of Recontracted Capacity (with the obligation, if applicable, to pay the amount calculated in line with the Article 8.3 of this Network Code). | Article 8.3.9The User retains all rights and obligations under the Short-Term GTA and/or Long-Term GTA for the whole Contracted Capacity including the Surrendered Capacity (except for right of the User to trade with Contracted Capacity in line with the Article 10 of this Network Code when requesting Surrender) until such Surrendered Capacity is contracted between Transporter and new User in whole or in part. After contracting the Surrendered Capacity on auction, Short-Term GTA and/or Long-Term GTA of the User whose Surrendered Capacity was recontracted on auction is considered amended on the day on which the Capacity Booking Platform confirms to the Transporter contracting of Surrendered Capacity, on which day all rights and obligations of User will cease in relation to quantity and duration of Recontracted Capacity (with the obligation, if applicable, to pay the amount calculated in line with the Article 8.4 of this Network Code). | Refering to article of Network code changed in line with other amendments of this article 8Added „and/or Long-Term GTA“ to have consistency throughtout Article |  |  |
| Article 8.3 | Article 8.4 | Article 8.3 is now 8.4 without changing text of Article |  |  |
| Article 8.3.1 | Article 8.4.1 | Article 8.3.1 is now 8.4.1 without changing text of Article |  |  |
| Article 8.3.2The User shall have no obligation toward Transporter from this Article 8.3 in respect to the Recontracted Capacity if User Surrendered the capacity contracted with the Auction Premium, but the Auction Premium for the Recontracted Capacity is higher or equal to the Auction Premium of the initially contracted Surrendered Capacity, as well as in case the User has contracted the capacity that is Surrendered against the Reserved Price. | Article 8.4.2The User shall have no obligation toward Transporter from this Article 8.4 in respect to the Recontracted Capacity if User Surrendered the capacity contracted with the Auction Premium, but the Auction Premium for the Recontracted Capacity is higher or equal to the Auction Premium of the initially contracted Surrendered Capacity, as well as in case the User has contracted the capacity that is Surrendered against the Reserved Price. | Refering to article of Network code changed in line with other amendments of this article 8 |  |  |
|  | **8.5 Long-Term “Use It or Lose It” Mechanism** | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.1The Transporter regularly submits to AERS all data necessary for supervision of scope of use of the Contracted Capacities on the Interconnection Points on the basis of the agreements executed for the period longer than one year and consecutive quarters for a period of at least two years, all aimed to determine the existence of the Systematically Underutilized Contracted Capacity and necessity for the application of the Long-Term “Use It or Lose It” mechanism. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.2The Transporter submits the data from the Article 8.5.1 of this Network Code to AERS until 1 May for the period from 1 October until 31 March, as well as until 1 November for the period from 1 April until 30 September. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.3If within a period from the Article 8.5.2 of this Network Code there has been demand on the market for Firm Capacities, AERS may, on the basis of provided data, render the act imposing the obligation to the Transporter to include in the Available Capacity the entire or a part of the Systematically Underutilized Contracted Capacity of the User, for the purpose of the application of the Long-Term “Use It or Lose It” mechanism, in time period determined by AERS. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.4In case AERS renders the decision from the Article 8.5.3 of this Network Code, the Transporter applies the Long-Term “Use It or Lose It” mechanism in accordance with the regulation governing network codes for the procedure of congestion management and publication of data and technical information for the access to the natural gas transmission system, with the act of AERS from the Article 8.5.3 of this Network Code, this Network Code, signed GTAs, if the User: | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.4.1in the period from 1 April until 30 September or in the period from 1 October until 31 March, used during a Gas Day in average less than 80% of capacity contracted for the duration longer than one year, for which there is no appropriate justification; or | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.4.2frequently nominated around 100% of its Contracted Capacity and then renominated to lower quantities, with the aim of avoiding the rules from the Article 12.7.5 of this Network Code. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.5The Long-Term “Use It or Lose It” mechanism from the Article 8.5. of this Network Code is used if, in addition to the conditions from the Article 8.5.4.1 and 8.5.4.2 of this Network Code, the following conditions are cumulatively met: | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.5.1The User has not sold or offered on secondary market or in the procedure of Surrender at least 20% of the amount of capacity it has contracted with duration longer than one year or it has not offered underutilized capacity under reasonable conditions. Reasonable conditions stand for the price which is not higher than Reverse Price on auction for respective Yearly or Quarterly Standard Capacity Products; and | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.5.2there is a demand for Firm Capacity by other Users, in the sense that on that Interconnection Point the demand exceeds the offer under the Reserve Price for both quarterly products or at least for three interrupted monthly period in the period from 1 April until 30 September or from 1 October until 31 May, all Available Firm Capacity on the Interconnection Point is contracted with Auction Premium. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.6.Notwithstanding the provisions of the above Article 8.5.1-8.5.5, Long-Term “Use It or Lose It” mechanism shall not be applied on the Contracted Capacities allocated in line with the Final Exemption Act. | Amendment made in line with the Final Exemption Act |  |  |
|  | Article 8.5.7When the Transporter includes the Systematically Underutilized Contracted Capacity of the User in the Available Capacity which it will offer on auctions, the User preserves its rights and obligations in respect of that capacity as long as the Transporter does not contract that capacity in accordance with this Network Code, as well as in the scope in which the Transporter has not contracted that capacity. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.8By the allocation of capacities on the basis of application of the Long-Term “Use It or Lose It” mechanism the User loses entire or part of its Contracted Capacity corresponding to the quantities of allocated capacities during respective period or for the entire remaining period for which it has contracted that capacity. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.9The Transporter notifies the User on commencement of application of the Long-Term “Use It or Lose It” mechanism not less than 30 days prior to inclusion of the Systematically Underutilized Contracted Capacity of the User in the Available Capacity. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 8.5.10By the application of the Long-Term “Use It or Lose It” mechanism it is considered that the User and the Transporter have contracted decrease of the Contracted Capacity on the date when the Transporter notifies the User on the scope of the Systematically Underutilized Contracted Capacity which is allocated on auction for respective period. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 9.1.1.In line with the Item 14 Paragraph 2 of the Final Exemption Act, Transporter is obliged to conduct Market Test at least every two (2) years as of the commercial operation date of the Pipeline. Purpose of Market Test is to assess the interest of natural gas market for expansion of capacities on Entry Point and all Exit Points in the Pipeline. Market Test shall be organized in cooperation with the AFO. If Market Test shows the interest of market for expansion of capacities, results of the Market Test conducted by Transporter and AFO are positive and other conditions from this Article 9 are met, the Transporter is obliged to commence the construction of incremental capacity. Transporter shall publish the results of Market Test on its website. | Article 9.1.1.In line with the Item 14 Paragraph 2 of the Final Exemption Act and the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission, Transporter is obliged to conduct Market Test at least each odd year. Purpose of Market Test is to assess the interest of natural gas market for expansion of capacities on Entry Point and all Exit Points in the Pipeline. Market Test shall be organized in cooperation with the Adjacent TSO. If Market Test shows the interest of market for expansion of capacities, results of the Market Test conducted by Transporter and Adjacent TSO are positive and other conditions from this Article 9 are met, the Transporter is obliged to commence the construction of incremental capacity. Transporter shall publish the report on assessment of Market interest on its website, in Serbian and English language. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.1.2In conducting Market Test, Transporter shall apply Article 9 of this Network Code which corresponds to the provisions of CAM Network Code relating to the incremental capacity. | Article 9.1.2In conducting Market Test, Transporter shall apply Article 9 of this Network Code and the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission in part governing Incremental Capacity procedure. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.2.1Transporter together with the publication of the auction for yearly Capacity Products, as set out in the Article 7.4.2.1 of this Network Code, shall sent invitation to all participants on natural gas market to submit non-binding demand indications for incremental capacity (hereinafter referred to as: ”**Market Test Invitation**”). Market Test Invitation shall be published through Capacity Booking Platform and on the Transporter`s website. | Article 9.2.1Transporter immediately after commencement of the auction for yearly Standard Capacity Products, as set out in the Article 7.4.2.1 of this Network Code, shall send invitation to all participants on natural gas market to submit non-binding demand indications for Incremental Capacity (hereinafter referred to as: ”**Market Test Invitation**”). Transporter and Adjacent TSO communicate the Market Test Invitation through Capacity Booking Platform, and the Transporter publishes the Market Test Invitation also on its website. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.2.2All Users and Persons which intend to submit non-binding demand indications to the Transporter must do so using form published on the website of Transporter together with the Market Test Invitation. Non-binding demand indications may contain conditions under which the interest is expressed. | Article 9.2.2All Users and Persons which intend to submit non-binding demand indications to the Transporter must do so using form published on the website of Transporter together with the Market Test Invitation. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.2.3Deadline for the submission of non-binding demand indications is eight (8) weeks as of the publication of Market Test Invitation. In the Market Test Invitation Transporter may determine fee to be paid for submission of non-binding demand indications. | Article 9.2.3Deadline for the submission of non-binding demand indications is eight (8) weeks as of the publication of Market Test Invitation.  | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.2.4First Market Test Invitation Transporter shall publish on 2021 and must publish Market Test Invitation at least each odd numbered year even if does not offer yearly Capacity Products on auctions in the odd numbered year. | Article 9.2.4Transporter may, during the Market Test, assess also non-binding demand indications that are submitted after the elapse of the deadline from the Article 9.2.3 of this Network Code or to include them in the subsequent Market Test. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.2.5Transporter is entitled to, after previously obtained approval from AERS, charge the Users for the commission for non-standardized service in relation to direct costs associated with the assessment of non-binding demand indications. The Transporter publishes the amount of the commission on its website. Transporter returns to the User the amount of received commission if the economic test is positive for at least one offer level which includes the Incremental Capacity at respective Interconnection Point. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.2.6Transporter is obliged to publish the Market Test Invitation even if does not offer yearly Standard Capacity Products on auctions in the respective odd year. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.2.7If the Users express interest for the Incremental Capacity within eight (8) weeks as from the commencement of annual auction for Standard Capacity Products in even year, the Transporter, in cooperation with Adjacent TSO, may agree to conduct the Market Test also in even year if: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.2.7.1the procedure may be completed before the commencement of the subsequent cycle of assessment of the market demand; and | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.2.7.2the Auction Calendar is respected.  | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.1After the expiry of the deadline from the Article 9.2.3 of this Network Code, Transporter shall within eight (8) weeks publish market demand assessment report for incremental capacities on its website, determining whether sufficient market interest for incremental capacities exists on the basis of the submitted non-binding demand indications and accordingly shall determine whether to commence design phase or to suspend the procedure. | Article 9.3.1All Users and Persons, within the non-binding demand indications provide the following information: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.1.1the two or more adjacent entry-exit systems between which demand for Incremental Capacity — on one or both sides of an Interconnection Point —and the requested direction of the natural gas transmission; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.1.2the Gas Year(s) for which a demand for incremental capacity is expressed; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.1.3the amount of capacity demanded between the respective entry-exit systems; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.1.4information on non-binding demand indications which were or will be submitted to Adjacent TSOs, in case such indications are linked to each other, such as demand for capacities at several related Interconnection Points. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.2Transporter shall respond to non-binding demand indications within sixteen (16) weeks after the start of the annual auctions for yearly Standard Capacity Products, or within eight (8) weeks of receipt of demand indications in accordance with the Article 9.2.4 of this Network Code. The response shall provide at least the following information: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.2.1whether the Transporter may consider the demand indicated during the ongoing procedure; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.2.2whether, in the case of demand indications in accordance with the Article 9.2.3 of this Network Code, non-binding demand indications are sufficient to consider the initiation of an Incremental Capacity process according to the Article 9.2.7 of this Network Code; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.2.3in which market demand assessment report the indicated demand will be assessed, provided that the demand indicated cannot be considered according to the Articles 9.3.2.1 and 9.3.2.2 of this Network Code, whereby the reasons shall be justified. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.3At latest twelve (12) weeks after the commencement of drafting of incremental capacities project, Transporter and AFO for that Interconnection Point shall conduct public consultation on draft of incremental capacities project. Public consultation shall last for a minimum one (1) month and no longer than two (2) months. | Article 9.3.3The Users and Persons shall indicate whether their demand is subject to any conditions in relation to the information from the Article 9.3.1. of this Network Code. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.4After the conclusion of public consultation, Transporter shall draft incremental capacities project and submit it to AERS, and AFO for such Interconnection Point shall submit the incremental capacity project to its national regulatory authority, which project includes parameters of economic test. | Article 9.3.4After the expiry of the deadline from the Article 9.2.3 of this Network Code, Transporter and Adjacent TSO shall, within eight (8) weeks, publish market demand assessment report for Incremental Capacities on their websites, determining whether sufficient market interest for incremental capacities exists on the basis of the submitted non-binding demand indications (whereby the requests submitted after the elapse of the deadline may be taken into consideration) and accordingly shall determine whether to commence design phase or to suspend the procedure. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.5If the justification for the realisation of incremental capacities is determined, Transporter shall publish on its website incremental capacities project as well as model of the agreement on access to the system and transportation of natural gas for incremental capacities approved by AERS, no later than two (2) months before the publication of auction for yearly Capacity Product on which the incremental capacities shall be offered for contracting. | Article 9.3.5The market demand assessment report shall take into account the following criteria: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.5.1whether 10-year network development plan of the Pipeline, if applicable, identifies a capacity gap whereby a specific region is undersupplied in a reasonable peak scenario and where offering Incremental Capacity at the Interconnection Point in question could close the gap, or whether 10-year network development plan of the Pipeline identifies a concrete and sustained physical transport requirement; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.5.2whether, because all the capacities have been contracted, no yearly Standard Capacity Product linking two adjacent entry-exit systems is available in the annual auction for Standard Capacity Product for the year in which Incremental Capacity could be offered for the first time and in the 3 subsequent years; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.5.3whether the Users submitted non-binding demand indications requesting Incremental Capacity for an uninterrupted number of years, and all other economically efficient means for maximising the availability of existing capacity are exhausted. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6The market demand assessment report shall include at least the following information: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.1a conclusion on whether to initiate an Incremental Capacity project; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.2the aggregated non-binding demand indications received no later than eight (8) weeks after the start of the annual auction for Standard Capacity Product in the year of the publication of the respective demand assessment report; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.3the aggregated non-binding demand indications submitted after the deadline referred to in the Article 9.2.3 of this Network Code during the previous Incremental Capacity process, in case these demand indications were not considered for the previous demand assessment; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.4the aggregated non-binding demand indications submitted in accordance with the Article 9.2.4 of this Network Code, where the transmission system operators has decided to consider them in the ongoing market demand assessment; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.5an assessment of the expected amount, direction and duration of demand for Incremental Capacity at the Interconnection Points with each adjacent entry-exit system or interconnectors; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.6a conclusion on whether technical studies for incremental capacity projects will be conducted, specifying for which Interconnection Points and for which expected demand level they refer to; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.7provisional timelines for the incremental capacity project, technical studies from the Article 9.3.9 of this Network Code and the consultation referred to the Article 9.3.10 of this Network Code; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.8a conclusion on what fees the Transporter intends to charge in accordance with the Article 9.2.5 of this Network Code; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.9the types and, where available, the aggregated size of conditional demand indications according to the Article 9.3.3 of this Network Code; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.6.10how Transporter and Adjacent TSO intend to apply Article 11, paragraph 3 of the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission, with regards to limitation of the number of years being offered in the annual auctions for the yearly Standard Capacity Products during the incremental process. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.7Transmission system operators and AERS shall publish and regularly update the data on contact persons in relation to the initiated Incremental Capacity projects at the moment of publication of the market demand assessment report during the period of the project. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.2If there is sufficient market interest for incremental capacities on the both sides of respective Interconnection Point, Transporter in coordination with the AFO shall commence drafting of project of incremental capacities which shall offer mutually aligned amount of the incremental capacities on the both sides of respective Interconnection Point, on the day after the publication of the report from the Article 9.3.1 of this Network Code. | Article 9.3.8If there is sufficient market interest for incremental capacities on both sides of respective Interconnection Point, Transporter in coordination with the Adjacent TSO shall commence drafting of project of Incremental Capacities which shall offer mutually aligned amount of the Incremental Capacities on both sides of respective Interconnection Point, on the day after the publication of the report from the Article 9.3.4 of this Network Code. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.9Transporter and Adjacent TSO active at the respective Interconnection Point shall conduct technical studies for Incremental Capacity projects in order to design the Incremental Capacity project and coordinated offer levels based on technical feasibility and the market demand assessment reports. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.3At latest twelve (12) weeks after the commencement of drafting of incremental capacities project, Transporter and AFO for that Interconnection Point shall conduct public consultation on draft of incremental capacities project. Public consultation shall last for a minimum one (1) month and no longer than two (2) months. | Article 9.3.10At latest twelve (12) weeks after the commencement of drafting of Incremental Capacities project, Transporter and Adjacent TSO for that Interconnection Point shall conduct public consultation on draft of Incremental Capacities project, in Serbian and English language. Public consultation shall last for a minimum one (1) month and no longer than two (2) months. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11he consultation shall cover specifically the following elements: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.1a description of the Incremental Capacity project, including a cost estimate; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.2the offer levels for bundled capacity products at the Interconnection Point; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.3where relevant, the alternative allocation mechanism that the Transporter and Adjacent TSO propose based on conditional demand indications received, including justification for application thereof; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.4provisional timelines of the Incremental Capacity project; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.5general rules and conditions that the Users must accept to participate and access capacity in the binding capacity allocation phase of the Incremental Capacity process, including any collateral the Users are obliged to provide and how possible delays in the provision of capacity or the event of a disruption to the project are dealt with contractually; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.6the elements IND (relationship between the value of the selected index at the moment of usage and value thereof at the moment when the product is offered on auction) and RP (risk premium reflecting the benefits from the predictability in relation to the levels of the transmission tariffs, which cannot be lower than zero) determined by the regulation governing network codes on harmonized tariffs for natural gas transmission by which the calculation of the payable price on the interconnection points is determined, if the fixed payable price approach is applied for the Incremental Capacity project; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.7the level the f-factor for a given offer level for which the economic test is used. AERS, by a decision, determined the level of the f-factor in accordance with the regulation governing the network codes related to calculation and allocation of the capacities for the natural gas transmission; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.8any additional demand indications received in accordance with the Article 9.2.4 of this Network Code; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.11.9whether the Incremental Capacity is likely to result in a sustained, significant decrease in the utilisation of other nondepreciated gas infrastructure in the same and adjacent entry-exit systems or along the same gas transport route. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.12Transporter cooperates with AERS and Adjacent TSO that take part in the Incremental Capacity project and regulatory bodies competent for Adjacent TSO, for the purpose of determination of harmonized offer levels so that the Incremental Capacity is offered as bundled capacity products. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.13Proposal of the project and determined harmonized offer levels are taking into consideration the results of consultations from the Article 9.3.10 of this Network Code. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.14After the conclusion of public consultation, Transporter and Adjacent TSO shall draft Incremental Capacities project, in Serbian and English language, which Transporter submits to AERS for consent, and Adjacent TSO for such Interconnection Point shall submit the draft Incremental Capacity project to its national regulatory authority. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15The draft project shall include specifically the following information: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15.1all offer levels, reflecting the range of expected demand for Incremental Capacity at the relevant Interconnection Points; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15.2the general rules and conditions that the Users must accept to participate and access capacity in the binding capacity allocation phase of the Incremental Capacity process, including all Credit Support that the Users are obliged to provide and how possible delays in the provision of capacity or the event of a disruption to the project are dealt with contractually; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15.3timelines of the Incremental Capacity project, including any changes since the consultation from the Article 9.3.10 of this Network Code, and measures to prevent delays and minimise the impact of delays; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.4After the conclusion of public consultation, Transporter shall draft incremental capacities project and submit it to AERS, and AFO for such Interconnection Point shall submit the incremental capacity project to its national regulatory authority, which project includes parameters of economic test. | Article 9.3.15.4the parameters of the economic test from the Article 9.4.2 of this Network Code; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15.5whether there is a need to exceptionally extended the time horizon for contracting capacity for an additional period by the application of the alternative allocation mechanism in accordance with the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15.6where applicable, the proposed alternative allocation mechanism including justification thereof in accordance with the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.3.15.7the elements determined by the regulation governing network codes on harmonized tariffs for natural gas transmission by which the calculation of the payable price on the Interconnection Points is determined, if the fixed payable price approach is applied for the Incremental Capacity project. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.3.5If the justification for the realisation of incremental capacities is determined, Transporter shall publish on its website incremental capacities project as well as model of the agreement on access to the system and transportation of natural gas for incremental capacities approved by AERS, no later than two (2) months before the publication of auction for yearly Capacity Product on which the incremental capacities shall be offered for contracting. | Article 9.3.16If the justification for the realisation of Incremental Capacities is determined, Transporter shall publish on its website incremental capacities project as well as model of the agreement on access to the system and transportation of natural gas for incremental capacities approved by AERS, no later than two (2) months before the publication of auction for yearly Standard Capacity Product on which the Incremental Capacities shall be offered for contracting. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systemsDefinition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 9.4.1After the conduction of all steps from the Articles 9.2 and 9.3 of this Network Code, Transporter shall offer for contracting on yearly auctions incremental capacities applying rules from the Articles 7.6.5-7.6.12 of this Network Code. | Article 9.4.1After the conduction of all steps from the Articles 9.2 and 9.3 of this Network Code, Transporter and Adjacent TSO shall offer for contracting on yearly auctions Incremental Capacities as bundled capacities, applying rules from the Articles 7.6.5-7.6.12 of this Network Code and article 28 of the regulation governing network codes related to calculation and allocation of capacities for natural gas transmission or alternative allocation mechanism if it is envisaged by the Incremental Capacity project. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.4.2After the closing of auctions, Transporter is obliged to conduct economic test, applying relevant provisions of CAM Network Code, taking into account aggregate amount of booked incremental capacities on auctions to determine the justification and financial feasibility of investment in incremental capacities. If the result of economic test is positive, Transporter shall commence with the construction of incremental capacities. If the result of economic test is negative, Transporter shall suspend the procedure of incremental capacities. | Article 9.4.2When the Users oblige themselves to the Transporter and Adjacent TSO which participate in the Incremental Capacity project to contract the capacity, the economic test shall be conducted in accordance with this Article for each offer level of Incremental Capacity project, whereby such test is comprised of the following parameters: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.2.1the present value of binding commitments of the Users for contracted capacity, which is calculated as the discounted sum of the following parameters:1. the sum of the respective estimated Tariffs for Firm Yearly Capacity calculated pursuant to the Tariff Methodology and a potential Auction Premium and potential minimum mandatory premium multiplied by the amount of contracted Incremental Capacity;
2. the sum of a potential Auction Premium and a potential mandatory minimum premium multiplied by the amount of Available Capacity that was contracted in combination with the Incremental Capacity;
 | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.2.2the present value of the estimated increase in the necessary revenue determined in the Tariff Methodology associated with the Incremental Capacity included in the respective offer level, confirmed by AERS in accordance with the Final Exemption Act; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.2.3the f-factor. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.3The outcome of the economic test is: | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.4.2If the outcome of the economic test is positive | Article 9.4.3.1positive, where the value of the parameter set out in the Article 9.4.2.1, item (i) of this Network Code is at least equal to the share of the parameter set out in the Article 9.4.2.1, item (ii) of this Network Code as defined by the f-factor; | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 9.4.2If the outcome of the economic test is negative | Article 9.4.3.2negative, where the value of the parameter set out in the Article 9.4.2.1, item (i) of this Network Code is lower than the share of the parameter set out in the Article 9.4.2.1, item (ii) of this Network Code as defined by the f-factor. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.4The Transporter and Adjacent TSO which participate in Market Test initiate the Incremental Capacity project if the result of the economic test is positive on both Interconnection Points for at least one offer level which includes the Incremental Capacity. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.5If the result of the economic test is positive for more than one offer level, the Transporter and Adjacent TSO which participate in Market Test for continuation of the Incremental Capacity project until start of the operation use the offer level with the highest quantity of capacity for which the positive result is achieved. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
|  | Article 9.4.6If the result of the economic test is negative for all offer levels, the procedure for Incremental Capacity is finished. | Amendment made in line with the Regulation on network code on capacity allocation mechanisms in gas transmission systems |  |  |
| Article 10.3.2Transporter shall confirm that it approves Transfer over Capacity Booking Platform within twenty four (24) hours as of the receipt of proposal of Assignor and Transferee sent through Capacity Booking Platform to the Transporter, under following conditions: | Article 10.3.2 and 10.3.2.1 are merged shall confirm that it approves Transfer over Capacity Booking Platform within twenty four (24) hours as of the receipt of proposal of Assignor and Transferee sent through Capacity Booking Platform to the Transporter, under condition that the Transferee has provided Credit Support in line with the Article 5 of this Network Code including the condition that amount of the Credit Support corresponds to the amounts from the Article 5.1.5 of this Network Code for all Contracted Capacity including the quantity of transferred capacity, save for in case when the Transferee meets Rating Exemption criteria | Technical redaction because Article 10.3.2.2. is deleted |  |  |
|  | Article 10.3.2.2. is deleted | Amendment made because the Transporter and the Users with Long-Term GTA did not exeucte Balancing Agreement |  |  |
| Article 11.1.2In the event that the Transporter enters into an agreement with a Gas Exchange Platform, and all technical and IT requirements for uninterrupted communication between the Gastrans Electronic Data Platform and the Gas Exchange Platform are met in order to allow the Transporter to receive Trade Notifications from the Gas Exchange Platform and to treat them as Nomination/Renomination, the Transporter shall notify all Users on the date from which the Trade on the Gas Exchange Platform will be possible. Such notification must be sent at least forty five (45) Business Days before such date, in order to provide the Users with enough time to enter into respective agreements with a Gas Exchange Platform and to comply with IT requirements of the Gas Exchange Platform.  | Article 11.1.2In the event that the Transporter enters into an agreement with a gas exchange platform, and all technical and IT requirements for uninterrupted communication between the Gastrans Electronic Data Platform and the gas exchange platform are met in order to allow the Transporter to receive Trade Notifications from the gas exchange platform and to treat them as Nomination/Renomination, the Transporter shall notify all Users on the date from which the Trade on the gas exchange platform will be possible. Such notification must be sent at least forty five (45) Business Days before such date, in order to provide the Users with enough time to enter into respective agreements with a gas exchange platform and to comply with IT requirements of the gas exchange platform.  | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 11.3From the date from which the Trade on Gas Exchange Platform will become possible, the Trade through Gastrans Electronic Data Platform will be disabled. Transporter may temporarily enable the Trade through Gastrans Electronic Data Platform in case the Trade on the Gas Exchange Platform becomes unavailable due to technical reasons | Article 11.3From the date from which the Trade on gas exchange platform will become possible, the Trade through Gastrans Electronic Data Platform will be disabled. Transporter may temporarily enable the Trade through Gastrans Electronic Data Platform in case the Trade on the gas exchange platform becomes unavailable due to technical reasons | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 11.3 Trade on Gas Exchange Platform | Article 11.3 Trade on gas exchange platform | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 11.3.1From the date notified by the Transporter to Users pursuant to the Article 11.1.2 of this Network Code, the Users may Trade on the Gas Exchange Platform with Natural Gas which is transported through the Pipeline and deemed to be delivered/taken over at a VTP. The Transporter shall accept Trade Notifications made by the Gas Exchange Platform on behalf of a User as its Nominations or Renominations, effectuating a Trade at the VTP, subject to the conditions set out in this Article 11.3.  | Article 11.3.1From the date notified by the Transporter to Users pursuant to the Article 11.1.2 of this Network Code, the Users may Trade on the gas exchange platform with Natural Gas which is transported through the Pipeline and deemed to be delivered/taken over at a VTP. The Transporter shall accept Trade Notifications made by the gas exchange platform on behalf of a User as its Nominations or Renominations, effectuating a Trade at the VTP, subject to the conditions set out in this Article 11.3.  | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 11.3.2.1the Gas Exchange Platform has entered into and complies with all its obligations under agreements entered into with the Transporter to enable the Transporter to receive Trade Notification from the Gas Exchange Platform and to treat them as Nomination/Renomination; | Article 11.3.2.1the gas exchange platform has entered into and complies with all its obligations under agreements entered into with the Transporter to enable the Transporter to receive Trade Notification from the gas exchange platform and to treat them as Nomination/Renomination; | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 11.3.2.2the Trade is performed between two or more Users, whereby the initial Selling User has contracted a Capacity Product at Entry Point Kirevo/Zaječar and the final Purchasing User has contracted a Capacity Product at relevant Exit Point in the Physical Flow Direction which enable them to effectuate the Trade through the Pipeline (in terms of delivering the Natural Gas to the Pipeline and taking over the Natural Gas from the Pipeline) at the VTP; | Article 11.3.2.2the Trade is performed between two or more Users, whereby the initial Selling User has contracted a Standard Capacity Product at Entry Point Kirevo/Zaječar and the final Purchasing User has contracted a Standard Capacity Product at relevant Exit Point in the Physical Flow Direction which enable them to effectuate the Trade through the Pipeline (in terms of delivering the Natural Gas to the Pipeline and taking over the Natural Gas from the Pipeline) at the VTP; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 11.3.2.3the Transporter has received Trade Notification from the Gas Exchange Platform until relevant deadlines for the Nominations and Renominations, as provided in the Article 12 of this Network Code; | Article 11.3.2.3the Transporter has received Trade Notification from the gas exchange platform until relevant deadlines for the Nominations and Renominations, as provided in the Article 12 of this Network Code; | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 11.3.3Each User is obliged to comply with the access requirements and communication rules of the Gas Exchange Platform. Transporter shall have no liability due to the failure of the Gas Exchange Platform to enable uninterrupted access to it or to provide the Transporter with the Trade Notification until expiry of relevant deadlines. | Article 11.3.3Each User is obliged to comply with the access requirements and communication rules of the gas exchange platform. Transporter shall have no liability due to the failure of the gas exchange platform to enable uninterrupted access to it or to provide the Transporter with the Trade Notification until expiry of relevant deadlines. | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 12.4.1.5.the quantity of Natural Gas for Gas Day in kWh, equally allocated to hours and expressed in kWh/h for each hour of Gas Day | Article 12.4.1.5.the quantity of Natural Gas for Gas Day in kWh, or expressed in kWh/h for each hour of Gas Day | Amendments made from the operational reasons and harmonization with the practice of Adjacents TSOs. |  |  |
|  | Article 12.4.1.6direction of the natural gas transport; and | Amendment made to unify the Network Code with the Nomination form used by the Transporter |  |  |
|  | Article 12.4.1.7time of commencement and end of natural gas transport. | Amendment made to unify the Network Code with the Nomination form used by the Transporter |  |  |
| Article 12.5.3Trade Notification from the Article 12.5.2 of this Network Code may be submitted even if Trade Notification from the Article 12.5.1 of this Network Code has not been submitted. | Article 12.5.3Trade Notification from the Article 12.5.2 of this Network Code may be submitted even if Trade Notification from the Article 12.5.1 of this Network Code has not been submitted. Trade Notification from the Article 12.5.2 of this Network Code may be submitted even if one or both Users from such Trade Notification did not submit Nomination for Contracted Capacities. | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 12.6.4When the access to the Gastrans Electronic Data Platform is not possible from the reasons stated in the Article 4 of this Network Code, User will be entitled to use means of communication from Article 4.1.3 of this Network Code but in such case, the deadline for submission of Nominations and/or Renominations shall expire fifteen (15) minutes before the deadlines from the Articles 12.6.1.1 and 12.7.2 of this Network Code. | Article 12.6.4When the access to the Gastrans Electronic Data Platform is not possible from the reasons stated in the Article 4 of this Network Code, User will be entitled to use means of communication from Article 4.1.4 of this Network Code but in such case, the deadline for submission of Nominations and/or Renominations shall expire fifteen (15) minutes before the deadlines from the Articles 12.6.1.1 and 12.7.2 of this Network Code. | Amendment in refering to article 4.1.4 in line with the amendments in article 4 of the Network Code |  |  |
| Article 13.2.1The User is responsible for submitting Nominations that do not exceed its Contracted Capacity and Renominations that comply with the Renomination Limitations. As part of the Matching Processes, the Transporter will first ensure that the Nominated Quantities are consistent with these amounts, rejecting through Gastrans Electronic Data Platform Nominations that exceed Contracted Capacity and Renominations not complying with Renomination Limitations whereby last valid Nomination or Renomination shall be taken into account. For this purpose, the Contracted Capacity for all Capacity Products in the Physical Flow Direction, as well in Commercial Reverse Flow, shall be treated on an aggregate basis at each Interconnection Point.  | Article 13.2.1The User is responsible for submitting Nominations that do not exceed its Contracted Capacity and Renominations that comply with the Renomination Limitations. As part of the Matching Processes, the Transporter will first ensure that the Nominated Quantities are consistent with these amounts, rejecting through Gastrans Electronic Data Platform Nominations that exceed Contracted Capacity and Renominations not complying with Renomination Limitations whereby last valid Nomination or Renomination shall be taken into account. For this purpose, the Contracted Capacity for all Standard Capacity Products in the Physical Flow Direction, as well in Commercial Reverse Flow, shall be treated on an aggregate basis at each Interconnection Point.  | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 15.1.1.1entering into Operational Balancing Agreements and procedures with AFO; or | Article 15.1.1.1entering into Interconnection Agreements with all Adjacent TSOs, on the basis of which it applies operational balancing account and pursuant to which Allocated Quantities of Users are equal to Confirmed Quantities on Contracted Entry Point and Contracted Exit Point, i.e. the Users do not have a Imbalance, save in cases envisaged in these agreements; | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.1.1.3calculating and charging the Users Transmission Imbalance; or if necessary | Article 15.1.1.3if necessary, selling or purchasing the Natural Gas for the needs of the system | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.1.1.4selling or purchasing the Natural Gas for the purpose of balancing. | deleted | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
|  | Article 15.1.2In case when the operating balancing account is not applied for respective Interconnection Points, on which fact the Transporter duly notifies the Users, the Transporter calculates and charges to the User the Imbalance Charge in the manner determined in this Article 15. | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.1.2The User is obliged to ensure for each Gas Day that the quantities of the Natural Gas delivered at the Entry Point Kirevo/Zaječar are equal to the quantities of the Natural Gas taken over at the Exit Point(s). | Article 15.1.3The User is obliged to ensure for each Gas Day that the quantities of the Natural Gas delivered at the Entry Point Kirevo/Zaječar are equal to the quantities of the Natural Gas taken over at the Exit Point(s), taking into account the Fuel Gas in kind. | Clarifying that when performing delivery, the quantity of Fuel Gas in kind is taken into account |  |  |
| Article 15.1.3Transmission Imbalance of the User is the difference between the quantities of the Natural Gas delivered at the Entry Point Kirevo/Zaječar and the quantities of the Natural Gas taken over at the Exit Point(s) for a Gas Day.  | Article 15.1.4Transmission Imbalance of the User is the difference between the quantities of the Natural Gas delivered at the Entry Point Kirevo/Zaječar and the quantities of the Natural Gas taken over at the Exit Point(s) for a Gas Day, taking into account the Fuel Gas in kind.  | Clarifying that when performing delivery, the quantity of Fuel Gas in kind is taken into account |  |  |
| Article 15.1.4Transmission Imbalance for Physical Flow Direction is positive when the TIPFu from the Article 15.3.1 of this Network Code is positive and Transmission Imbalance for Commercial Reverse Capacity is positive when the TICRu from the Article 15.3.2 of this Network Code is positive.  | Article 15.1.5Transmission Imbalance for Physical Flow Direction is positive when the TIPFu from the Article 15.3.1 of this Network Code is positive and Transmission Imbalance for Commercial Reverse Capacity is positive when the TICRu from the Article 15.3.2 of this Network Code is positive.  | Article 15.1.4 is now article 15.1.5 without change of text |  |  |
| Article 15.1.5Transmission Imbalance for Physical Flow Direction is negative when the TIPFu from the Article 15.3.1 of this Network Code is negative and Transmission Imbalance for Commercial Reverse Capacity is negative when the TICRu from the Article 15.3.2 of this Network Code is negative.  | Article 15.1.6Transmission Imbalance for Physical Flow Direction is negative when the TIPFu from the Article 15.3.1 of this Network Code is negative and Transmission Imbalance for Commercial Reverse Capacity is negative when the TICRu from the Article 15.3.2 of this Network Code is negative.  | Article 15.1.5 is now article 15.1.6 without change of text |  |  |
| Article 15.1.6Transmission Imbalance and Imbalance Charge is calculated for a User in line with this Network Code. | deleted | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.1.7If Operational Balancing Agreement is entered into, User may have Transmission Imbalance only in cases envisaged by Operational Balancing Agreement which cases Transporter publishes on its website. | deleted | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.1.8The Transporter shall apply the Article 15.1.1.4 of this Network Code if it assesses that the transmission imbalance shall occur which shall cause change of the pressure in the Pipeline which is higher than operational acceptable limit. During the assessment it shall be taken into account: i) Nominations/Renominations, ii) operational information obtained from AFOs, and iii) estimation of the Transporter acting as Prudent and Reasonable Operator. | Article 15.1.7The Transporter shall apply the Article 15.1.1.3 of this Network Code if it assesses that the transmission imbalance shall occur which shall cause change of the pressure in the Pipeline which is higher than operational acceptable limit. During the assessment it shall be taken into account: i) Nominations/Renominations, ii) operational information obtained from AFOs, and iii) estimation of the Transporter acting as Prudent and Reasonable Operator. | Article 15.1.8 is now article 15.1.7 without change of text, except refering to article 15.1.1.3 |  |  |
| Article 15.1.9Transporter, for the balancing of system in line with the Article 15.1.1.4 of this Network Code, shall purchase and sell Gas for balancing of system on the Gas Exchange Platform. If Gas Exchange Platform is not available, Transporter shall organise public tender, prior to the Gas Year, for purchasing and selling Gas for balancing for a period of one (1) Gas Year and publish it on its website. | Article 15.1.8Transporter, before the commencement of the Gas Year, for the balancing of system in line with the Article 15.1.1.3 of this Network Code, shall organise tender for procurement of the Natural Gas for the needs of the system, for a period of one (1) Gas Year, which tender should not contain restrictive conditions for participation and indicates in the tender invitation the purpose, scope and recommendations for bidders, and such invitation it publicly announces on its website. The Transporter publishes the results of the tender in the manner protecting confidentiality of commercially sensitive information, whereby it is notifying each bidder separately on its result thereof. | Amendment in line with the Regulation on network code for balancing of gas transmission systemTechnical redaction to refer to correct Article of the Network Code |  |  |
| Article 15.2.1By the usage of an Operational Balancing Agreement, the Transporter shall secure that the Allocated Quantities of User at the relevant Interconnection Point will be equal to the Confirmed Quantities of User and the steering difference between the Allocated Quantities and the Metered Quantities at the relevant Interconnection Point is allocated to an operational balancing account held between the Transporter and AFO. In cases envisaged by Operational Balancing Agreement, which Transporter publishes on its website, Allocated Quantities of User on the relevant Interconnection Point are calculated in the manner envisaged by Operational Balancing Agreement. | Article 15.2.1By the usage of the Interconnection Agreement, the Transporter shall secure that the Allocated Quantities of User at the relevant Interconnection Point will be equal to the Confirmed Quantities of User and the steering difference between the Allocated Quantities and the Metered Quantities at the relevant Interconnection Point is allocated to an operational balancing account held between the Transporter and Adjacent TSO. | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.2.2If an Operational Balancing Agreement is not entered into at a particular Interconnection Point, Allocated Quantities for each User for every Gas Day shall be calculated in the following manner: | Article 15.2.2When the operational balancing account between the Transporter and Adjacent TSO is not applied, the Allocated Quantities for each User for every Gas Day shall be calculated in the following manner: | Amendment in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 15.2.3Allocated Quantities at the VTP will be equal to the Confirmed Quantities on VTP and/or Balancing Nominations. | Article 15.2.3Allocated Quantities at the VTP will be equal to the Confirmed Quantities on VTP and/or Balancing nominations. | Technical correction |  |  |
| Article 15.3.1**VTPSu** are the Allocated Quantities sold at the VTP by User *u*. | Article 15.3.1**VTPSu** are the Allocated Quantities sold at the VTP by User *u* or delivered to the Transporter as Fuel Gas in kind. | Clarifying that when calculating Allocated quantities, the quantity of Fuel Gas in kind is taken into account |  |  |
| Article 15.4.1The Transporter shall calculate the Imbalance Charge for User for each Gas Day on which that User has Allocated Quantities. The Imbalance Charge for each Gas Day in a Gas Month shall be calculated pursuant to the Short-Term GTA or Balancing Agreement. | Article 15.4.1The Transporter shall calculate the Imbalance Charge for User for each Gas Day on which that User has Allocated Quantities. The Imbalance Charge for each Gas Day in a Gas Month shall be calculated pursuant to the Short-Term GTA or the Long-Term GTA. | Amendment made because the Transporter and the User with Long-Term GTA did not execute Balancing Agreement |  |  |
| Article 15.4.2GPP is price for the Natural Gas which is defined as Gas price for Gas Day d on the Gas Exchange Platform, and if Gas Exchange Platform is not available GPP is price of Natural Gas against which Transporter sells Natural Gas on Gas Day d on the basis of the agreement on purchase and sell of Gas for balancing from the Article 15.1.9 of this Network Code. | Article 15.4.2GPP is price of Natural Gas against which Transporter sells Natural Gas on Gas Day d on the basis of the agreement on purchase and sell of Gas for balancing from the Article 15.1.8 of this Network Code | Amendment in line with deletion of definition „Gas Exchange Platform“Technical amendment to refer to correct Article of the Network Code |  |  |
| Article 15.4.4GPP and GPN shall have the same value for the Gas Day *d* if the Gas Exchange Platform is available. | deleted | Amendment in line with deletion of definition „Gas Exchange Platform“ |  |  |
| Article 15.4.5Transporter shall publish GPP and GPN for each Gas Day *d* on its website. | Article 15.4.4Transporter shall publish GPP and GPN for each Gas Day *d* on its website. | Article 15.4.5 is now article 15.4.4 without change of text |  |  |
| Article 16.1.2The consultation process shall commence at latest on 1 October each year by submission of proposal of the Maintenance Programme prepared by Transporter to Users and AFOs. | Article 16.1.2The consultation process shall commence at latest on 1 September each year by submission of proposal of the Maintenance Programme prepared by Transporter to Users and AFOs. | Amendment made to align Maintenance Programme with the AFO’s programe |  |  |
| Article 16.1.3By 30 November in the year in question, the Users propose to the Transporter maintenance period, whereby the Users shall use all reasonable endeavours to propose, that in each year, the maintenance period falls within a period between 1 May and 31 August of that Gas Year. | Article 16.1.3By 30 September in the year in question, the Users propose to the Transporter maintenance period, whereby the Users shall use all reasonable endeavours to propose, that in each year, the maintenance period falls within a period between 1 May and 31 August of that Gas Year. | Amendment made to align Maintenance Programme with the AFO’s programe |  |  |
| Article 16.1.4By 31 December of the current year the Transporter shall notify the Users (through Gastrans Electronic Data Platform) of its decision, taking into account the maintenance period proposed by Users and requests of AFOs, when finally determining the Maintenance Programme in respect of that Gas Year (**"Maintenance Programme"**). | Article 16.1.4By 31 October of the current year the Transporter shall notify the Users (through Gastrans Electronic Data Platform) of its decision, taking into account the maintenance period proposed by Users and requests of AFOs, when finally determining the Maintenance Programme in respect of that Gas Year (**"Maintenance Programme"**). | Amendment made to align Maintenance Programme with the AFO’s programe |  |  |
| Article 16.2.7In case of a general shortage of Natural Gas or disturbance in Pipeline, Transporter shall act pursuant to the Energy Law and regulation governing conditions for delivering and supplying of Natural Gas. | Article 16.2.7In case of a general shortage of Natural Gas or disturbance in Pipeline, Transporter shall act pursuant to the Energy Law and regulation governing conditions for delivering and supplying of Natural Gas and regulation governing network codes on mutual cooperation of the transmission system operators and rules for exchange of data for operation of interconnected systems for natural gas transmission. | Specifying the Transporter’s obligation act in line with the regulations, including the Regulation on network code on interoperability between transmission system operators and rules for changing of data necessary for operation of interconnected gas transmission systems |  |  |
| Article 17.1.1Request in respect to the quality of Gas transported through the Pipeline is defined pursuant to the Applicable Laws and published on the Transporter’s website. The Transporter shall use Reasonable Efforts to align the requested Gas quality with the gas quality of the upstream AFO. The Transporter shall notify the User reasonably advance about any changes in Gas specifications deriving from to the amendment of the Applicable Laws. | Article 17.1.1Request in respect to the quality of Gas transported through the Pipeline is defined pursuant to the Applicable Laws and published on the Transporter’s website. The Transporter shall use Reasonable Efforts to align the requested Gas quality with the gas quality of the upstream AFO. The Transporter shall notify the User reasonably advance about any changes in Gas specifications deriving from to the amendment of the Applicable Laws. In case of short term variations in the Gas Quality on the Interconnection Point, the Transporter notifies accordingly without delay authorized persons of the Users, as well as the operator of the natural gas storage when the occurred changes may negatively affect their operational processes. | Specifying the Transporter’s obligation to notify on variations in quality of natural gas persons affected by such variations |  |  |
| Article 18.1.2The election made by the User shall be valid for all Capacity Products it has contracted during the Gas Year. In the event that User opts to deliver to the Transporter Fuel Gas in-kind, it is User`s responsibility to include and specifically indicate in its Nomination or Renomination, the appropriate amount of Natural Gas for Transporter for Fuel Gas.  | Article 18.1.2The election made by the User shall be valid for all Standard Capacity Products it has contracted during the Gas Year. In the event that User opts to deliver to the Transporter Fuel Gas in-kind, it is User`s responsibility to include and specifically indicate in its Nomination or Renomination, the appropriate amount of Natural Gas for Transporter for Fuel Gas.  | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 18.1.4Transporter shall obtain Fuel Gas free of charge, while User who procures to the Transporter Fuel Gas in kind shall bear all connected costs (including transporting costs to the VTP) and all taxes, fees and duties. | Article 18.1.4Transporter shall obtain Fuel Gas free of charge, while User who procures to the Transporter Fuel Gas in kind shall bear all connected costs (including transporting costs to the VTP) and all taxes, fees and duties, whereby the delivery of Fuel Gas in kind does not affect the Contracted Capacity. | Specifying that delivery Fuel Gas affects the Contracted Capacity |  |  |
| Article 18.1.5Transporter shall procure Fuel Gas not provided in-kind via public tender before the start of Gas Year on the principles of minimal costs and non-discrimination. Transporter shall organize the public tender for purchasing Fuel Gas for a period of one (1) Gas Year and publish it on its website. Place of delivery of Fuel Gas to the Transporter is at VTP. | Article 18.1.5Transporter shall procure Fuel Gas not provided in-kind via tender before the start of Gas Year on the principles of minimal costs and non-discrimination. Transporter shall organize the tender for purchasing Fuel Gas for a period of one (1) Gas Year and publicly announces it on its website. Place of delivery of Fuel Gas to the Transporter is at VTP. | Technical correction |  |  |
| Article 18.2.1Necessary quantities of Fuel Gas for each Gas Day *d* for each User shall be calculated according to the following formula:**FG** is estimated necessary quantity of Fuel Gas for Gas Day d, in kWh;***KN*** is difference, in kWh, between estimated necessary quantity of Fuel Gas and allocated quantity of Fuel Gas of that User including the Gas Day *d-2* in case that User has opted to deliver Fuel Gas in kind. KN may be positive or negative value and Transporter notifies User on such difference each Gas Day, in order to be taken into account when submitting Nominations of the User for the next Gas Day. KN is zero (0) if the User has opted to pay the costs for the Fuel Gas from the Article 18.1.5 of this Network Code. | Article 18.2.1Necessary quantities of Fuel Gas for each Gas Day *d* for each User shall be calculated according to the following formula:**FG** is quantity of Fuel Gas which is necessary to be nominated for Gas Day d, in kWh;***KN*** is cumulative difference, in kWh, between Confirmed Quantity of Fuel Gas and allocated quantity of Fuel Gas of that User from the Article 18.3 of this Network Code including the Gas Day *d-2* in case that User has opted to deliver Fuel Gas in kind. KN is zero (0) if the User has opted to pay the costs for the Fuel Gas from the Article 18.1.5 of this Network Code.In case that KN ˃ (X1 \* K1 + X2 \* K2) than FG = 0 | Specifying the article |  |  |
|  | Article 18.2.2KN may be positive or negative value and Transporter notifies User on such difference each Gas Day, in order to be taken into account when submitting Nominations of the User for the next Gas Day. The User is obliged to maintain KN as closest possible to the value zero. | Prescribiton of additional rules in relation to the KN, on the basis of issues arised in practice |  |  |
|  | Article 18.2.3In case the absolute value of KN is higher than sum of allocated quantities of Fuel Gas of that User from the Article 18.3 of this Network Code for the last three Gas Days (d-4, d-3, d-2), the User is obliged to submit Nomination by which KN is decreased. In case the User does not do so, the Transporter shall submit the proposal of amendment of Nomination i.e. Renomination. In the User does not submit such amended Nomination or Renomination, the Transporter shall reject Nomination. | Prescribiton of additional rules in relation to the KN, on the basis of issues arised in practice |  |  |
|  | Article 18.2.4Transporter shall procure that the operational data are available to the User for the purpose of calculation of necessary quantities of the Fuel Gas in kind (including allocated quantities of Fuel Gas, Confirmed Quantities and KN). | Prescribiton of additional rules in relation to the KN, on the basis of issues arised in practice |  |  |
|  | Article 18.2.5For the purpose of simplification of calculation of Fuel Gas in kind, it is considered that Confirmed Quantities at the Entry Point are equal to the Allocated Quantities at the Exit Point. Charge for real difference of KN is calculated in accordance with the Article 18.4.2 of this Network Code. | Prescribiton of additional rules in relation to the KN, on the basis of issues arised in practice |  |  |
| Article 18.4.2In case the User has elected to provide Fuel Gas in-kind and does not use the transport service for thirty (30) days, Transporter shall calculate the fee for Fuel Gas in case that difference between the estimation of necessary quantity of Fuel Gas and total allocated quantity of Fuel Gas of the User (KN) occurred in the last Gas Day in which the transport take place is negative. If the difference KN is positive, Transporter shall notify User on the fee for Fuel Gas which User shall calculate to the Transporter. The fee for the Fuel Gas is calculated against the price defined in the agreement on the basis of which Transporter procures the Fuel Gas, which price is applicable on the day of calculation. | Article 18.4.2In case the User has elected to provide Fuel Gas in-kind and does not use the transport service within one Gas Month, Transporter shall calculate the fee for Fuel Gas in case that difference between the Confirmed Quantity of Fuel Gas and total allocated quantity of Fuel Gas of the User (KN) occurred in the last Gas Day in which the transport take place is negative. If the difference KN is positive, Transporter shall notify User on the fee for Fuel Gas which User shall calculate to the Transporter. The fee for the Fuel Gas is calculated against the price defined in the agreement on the basis of which Transporter procures the Fuel Gas, which price is applicable on the day of calculation. | Amendment of text from 30 days to one Gas MonthTechnical correction |  |  |
| Article 18.5.1.2notify the User, through its website or Gastrans Electronic Data Platform, about its reasonable expectation of the percentage range of Fuel Gas to be allocated to the User; |  | Provision deleted from the operational reasons |  |  |
| Article 18.5.1.3notify the User which provide the Fuel Gas in kind, at latest twenty (20) hours before the Gas Day, on X1 and X2 and KN of Fuel Gas from the Article 18.2 of this Network Code for that Gas Day; | Article 18.5.1.2notify the User which provide the Fuel Gas in kind, at latest twenty (20) hours before the Gas Day, on X1 and X2 and KN of Fuel Gas from the Article 18.2 of this Network Code for that Gas Day; | Article 18.5.1.3 is now article 18.5.1.2 without change of text |  |  |
| Article 18.5.1.4publish the price against which Fuel Gas is procured for each Gas Day *d* on its website.  | Article 18.5.1.3publish the price against which Fuel Gas is procured for each Gas Day *d* on its website.  | Article 18.5.1.4 is now article 18.5.1.3 without change of text |  |  |
| Article 19.2.4.11. the Transporter shall together with the relevant AFO determine if the correction can be absorbed between the Transporter and the AFO pursuant to any AFO Agreements or Operational Balancing Agreement with AFO in effect at that Interconnection Point at the time of creating Measurement Data subject to correction (or as otherwise agreed between the Transporter and the AFO) without any need to revise the Allocated Quantities; or
 | Article 19.2.4.11. the Transporter shall together with the relevant AFO determine if the correction can be absorbed between the Transporter and the AFO pursuant to any AFO Agreements in effect at that Interconnection Point at the time of creating Measurement Data subject to correction (or as otherwise agreed between the Transporter and the AFO) without any need to revise the Allocated Quantities; or
 | Amendments in line with the amended definition „AFO Agreements“ and „Operational Balancing Agreement“ |  |  |
| Article 20.1.1Uncovered amount of Auction Premium in the process of Surrender in line with the Article 8.3 of this Network Code, if any; and | Article 20.1.1Uncovered amount of Auction Premium in the process of Surrender in line with the Article 8.4 of this Network Code, if any; and | Technical redaction to refer to the correct Article of the Network Code |  |  |
| Article 20.3.2Transporter issues Monthly Invoices to the User for: | Article 20.3.2.1Contracted Capacity, which contains:1. contracted Standard Capacity Products,
2. Fuel Gas, and
3. all additional costs if incurred in relation with the Gas transportation pursuant to the Short-Term GTA and this Network Code;
 | Amendements in line with the tax regulations of the Republic of Serbia |  |  |
| Article 20.3.2.3Transmission Imbalance; | Article 20.3.2.2Transmission Imbalance;  | Article 20.3.2.3 is now article 20.3.2.2 without change of text |  |  |
| Article 20.3.2.4Uncovered amount of Auction Premium in the process of Surrender in line with the Article 8.3 of this Network Code; and | Article 20.3.2.3Uncovered amount of Auction Premium in the process of Surrender in line with the Article 8.4 of this Network Code. | Article 20.3.2.4 is now article 20.3.2.1 Technical redaction to refer to the correct Article of the Network Code |  |  |
| Article 20.3.4All amounts in invoices from the Article 20.3.1 of this Network Code are expressed in EUR, and for Users which are residents are recalculated in RSD applying official middle exchange rate of the National Bank of Serbia at the last day of month to which invoice relates to. | Article 20.3.4All amounts in invoices from the Article 20.3.1 of this Network Code are expressed in EUR, and for Users which are residents are recalculated in RSD applying official middle exchange rate of the National Bank of Serbia at the date of service. | Amendements in line with the tax regulations of the Republic of Serbia |  |  |
| Article 20.3.5When the User has contracted more than one Capacity Product for the same period, Transporter shall issue separate Monthly Invoice for each contracted Capacity Product, whereby it shall issue separate invoice for Fuel Gas and separate invoice for Transmission Imbalance. |  | Amendment results from amended article 20.3.2.1 |  |  |
| Article 20.3.6To the User with the Long-Term GTA, Transmission Fee and costs for procurement of Fuel Gas from the Article 18.1.4 of this Network Code shall be invoiced on the basis of the Long-Term GTA, and Imbalance Charge shall be invoiced on the basis of the Balancing Agreement. | Article 20.3.5To the User with both the Long-Term GTA and Short-Term GTA, Transmission Fee shall be invoiced separately under each of the agreement, and total costs for procurement of Fuel Gas from the Article 18.1.4 of this Network Code and Imbalance Charge shall be invoiced on the basis of the Long-Term GTA. | Amendment made because the Transporter and the User with Long-Term GTA did not execute Balancing Agreement |  |  |
| Article 20.4.1The User shall make payments no later than twentieth (20th) in the month in which it receives the Monthly Invoice from the Transporter. Transporter shall make payments to the User no later than twenty fifth (25th) in the month in which User issued invoice to the Transporter in line with the Article 20.3.2 of this Network Code. Payments shall be made by transfer to the bank account expressed in the invoice without any deductions, decreases, bank costs and similar. | Article 20.4.1The User shall make payments no later than twentieth (20th) in the month in which it receives the Monthly Invoice from the Transporter. Transporter shall make payments to the User no later than twenty fifth (25th) in the month in which User issued invoice to the Transporter in line with the Article 20.3.3 of this Network Code. Payments shall be made by transfer to the bank account expressed in the invoice without any deductions, decreases, bank costs and similar. | Technical redaction to refer to the correct Article of the Network Code |  |  |
| Article 21.2.1.2when there is a change with AFO that requires amendments to this Network Code for the Transporter to comply with its obligations under the AFO Agreements, the Operational Balancing Agreements with AFO, the Short-Term GTAs and/or the Long-Term GTAs; or | Article 21.2.1.2when there is a change with AFO that requires amendments to this Network Code for the Transporter to comply with its obligations under the AFO Agreements, the Short-Term GTAs and/or the Long-Term GTAs; or | Amendments in line with the amended definition „AFO Agreements“ and „Operational Balancing Agreement“ |  |  |
| Article 22.1.2 Users’ Committee has eight (8) members with the voting right. | Article 22.1.2 Users’ Committee has six (6) members with the voting right. | Amendment made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 22.3.1Transporter shall appoint four (4) members of the Users’ Committee from the Users with Long-Term GTA with the duration longer than one (1) year, pursuant to the Final Exemption Act. | Article 22.3.1Transporter shall appoint three (3) members of the Users’ Committee from the Users with Long-Term GTA with the duration longer than one (1) year, pursuant to the Final Exemption Act. | Amendment made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 22.3.2 The other four (4) members of the Users’ Committee, Transporter shall appoint from the Users which: | Article 22.3.2 The other three (3) members of the Users’ Committee, Transporter shall appoint from the Users which: | Amendment made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 22.3.3 If two or more Users have the same quantity of Contracted Capacities, as a member shall be appointed User which has submitted application for membership earlier, and if number of the applied Users is less than four (4), Transporter shall appoint as members all applied Users from the list, whereby the missing members shall be appointed in case of receipt of subsequent applications. | Article 22.3.3 If two or more Users have the same quantity of Contracted Capacities, as a member shall be appointed User which has submitted application for membership earlier, and if number of the applied Users is less than three (3), Transporter shall appoint as members all applied Users from the list, whereby the missing members shall be appointed in case of receipt of subsequent applications. | Amendment made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 24.2.1.1detailed description of offered Capacity Products; | Article 24.2.1.1detailed description of offered Standard Capacity Products; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 24.2.1.2Reserve Prices for Capacity Products; | Article 24.2.1.2Reserve Prices for Standard Capacity Products; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 24.2.1.3b) data on Gas quality containing at least GCV and Wobbe index; | Article 24.2.1.3b) data on Gas quality containing at least GCV and Wobbe index on all Interconnection Points; | Specifying of the provision |  |  |
| Article 24.2.1.3(b) data on Gas quality containing at least GCV and Wobbe indexd) short summary of:procedure in case of Interruption; | Article 24.2.1.3(ii) data on Gas quality containing at least GCV and Wobbe index on all Interconnection Points;d) short summary of:procedure in case of Interruption, duration, scope and sequence of Interruption; | Specifying of the provision |  |  |
|  | Article 24.2.1.3v) Information of planned updating of Gastrans Electronic Data Exchange or other electronic platforms determined by this Network Code. | Specifying the Transporter’s obligation to notify the Users on planned update of GEIP and other platforms |  |  |
| Article 24.3.1.8occurrence of unsuccessful, legally valid bids for Firm Capacity Products with a duration of one month or longer including number and quantities from the unsuccessful bids; | Article 24.3.1.8occurrence of unsuccessful, legally valid bids for Firm Standard Capacity Products with a duration of one month or longer including number and quantities from the unsuccessful bids; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 24.3.1.9on which Interconnection Points and when Firm Capacity Products with a duration of one month or longer are contracted against Auction Price that is higher than Reserve Price; | Article 24.3.1.9on which Interconnection Points and when Firm Standard Capacity Products with a duration of one month or longer are contracted against Auction Price that is higher than Reserve Price; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 24.3.1.10on which Interconnection Points and when none of Firm Capacity Products with a duration of one month or longer are offered at the auctions from the Article 7 of this Network Code; | Article 24.3.1.10on which Interconnection Points and when none of Firm Standard Capacity Products with a duration of one month or longer are offered at the auctions from the Article 7 of this Network Code; | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 24.3.2Information from the Articles 24.3.1.1, 24.3.1.2 and 24.3.1.4 of this Network Code shall be published for a period of at least eighteen (18) months ahead. | Article 24.3.2Information from the Articles 24.3.1.1, 24.3.1.2 and 24.3.1.4 of this Network Code shall be published for a period of at least twenty four (24) months ahead. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 24.3.6Transporter shall publish daily total quantity of capacity that is offered and contracted via secondary trade of capacities. Information shall contain the following data: | Article 24.3.6Transporter shall publish daily total quantity of capacity that is offered and contracted via secondary trade of capacities. Information shall contain the following data (unless the subject data are published by third party): | Amendment made in line with the Regulation on network code for balancing of gas transmission system |  |  |
|  | Article 24.3.6.5total number of transactions; | Amendment made in line with the Regulation on network code for balancing of gas transmission system |  |  |
|  | Article 24.3.6.6other information from the Article 24.3.1 – 24.3.6 of this Network Code which are known to the Transporter. | Amendment made in line with the Regulation on network code for balancing of gas transmission system |  |  |
| Article 24.3.7Transporter shall publish Capacity Products and time for realisation of secondary trade of capacities. | Article 24.3.7Transporter shall publish Standard Capacity Products and time for realisation of secondary trade of capacities. | Definition of “Capacity Product” is changed in “Standard Capacity Product” |  |  |
| Article 24.3.8Transporter shall, if not applying OBA, deliver to each User for each balancing period, quantities of Transmission Imbalance and amount of Imbalance Charge. | Article 24.3.8Transporter, if the Interconnection Agreement does not envisage the operating balancing account, shall deliver to each User for each balancing period, quantities of Transmission Imbalance and amount of Imbalance Charge. | Amendments in line with amended article 15 |  |  |
| Article 24.3.9Transporter shall, if not applying OBA, publish quantity of Gas in the Pipeline at the beginning of each Gas Day and the estimation of quantities of Gas at the end of Gas Day. | Article 24.3.9Transporter, if the Interconnection Agreement does not envisage the operating balancing account, shall publish quantity of Gas in the Pipeline at the beginning of each Gas Day and the estimation of quantities of Gas at the end of Gas Day, which shall be updated by the Transporter on hourly basis. | Amendments in line with amended article 15 |  |  |
|  | Article 24.3.11Transporter publishes at least 30 days before the annual auction for Yearly Standard Capacity Product the estimation of probability of Interruption, including: | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 24.3.11.1list of all types of offered Standard Capacity Products for Interrupted Capacity, with probability of Interruption; | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 24.3.11.2explanation on how the probability of Interruption is calculated for each type of Standard Capacity Product from the Article 24.3.11.1 of this Network Code; | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
|  | Article 24.3.11.3data from the previous period and/or expected data which have been used for the estimation of probability of Interruption from this Article 24.3.11. | Amendment made in line with the Regulation on congestion management procedure and publishing of data and technical information for the gas transmission system access  |  |  |
| Article 24.4.1.2set of standardised messages from the Article 4.1.2 of this Network Code;  | Article 24.4.1.2set of standardised messages from the Article 4.1.3 of this Network Code;  | Amendments resulting from amended article 4 |  |  |
| Article 24.4.1.3e-mail and fax number from the Article 4.1.3 of this Network Code; | Article 24.4.1.3e-mail and fax number from the Article 4.1.4 of this Network Code; | Amendments resulting from amended article 4 |  |  |
|  | Article 24.4.1.5the amount of the fee for non-binding demand indications from the Article 9.2.5 of this Network Code; | Amendments resulting from amended article 9 |  |  |
| Article 24.4.1.5incremental capacity project and model of the agreement on access to the system and transportation of natural gas for incremental capacities from the Article 9.3.5 of this Network Code; | Article 24.4.1.6Incremental Capacity project and model of the agreement on access to the system and transportation of natural gas for incremental capacities from the Article 9.3.6 of this Network Code; | Article 24.4.1.5 is now article 24.4.1.6Amendments in relation to refering to article, resulting from amended article 9 |  |  |
| Article 24.4.1.6Trade Notification form from the Article 11.2.1 of this Network Code; | Article 24.4.1.7Trade Notification form from the Article 11.2.1 of this Network Code; | Article 24.4.1.6 is now article 24.4.1.7 without change of text |  |  |
| Article 24.4.1.7list of Interconnection Points on which Single-Sided Nominations are applied from the Article 12.2.2 of this Network Code; | Article 24.4.1.8list of Interconnection Points on which Single-Sided Nominations are applied from the Article 12.2.2 of this Network Code; | Article 24.4.1.7 is now article 24.4.1.8 without change of text |  |  |
| Article 24.4.1.8Nomination form from the Article 12.4.1 of this Network Code; | Article 24.4.1.9Nomination form from the Article 12.4.1 of this Network Code; | Article 24.4.1.8 is now article 24.4.1.9 without change of text |  |  |
| Article 24.4.1.9cases envisaged by Operational Balancing Agreement when Transmission Imbalance may occur for the Users in line with the Article 15.1.7 of this Network Code; | Article 24.4.1.10cases envisaged by Interconnection Agreement when Transmission Imbalance may occur for the Users in line with the Article 15.1.1.1 of this Network Code; | Article 24.4.1.9 is now article 24.4.1.10 without change of text, except the amendment resulting from change of definition „Operational Balancing Agreement“ to „Interconnection Agreement“ |  |  |
|  | Article 24.4.1.11information on procurement of Natural Gas for needs for system from the Article 15.1.8 of this Network Code; | Amendments resulting from amended article 15 |  |  |
| Article 24.4.1.10GPP and GPN from the Article 15.4.5 of this Network Code; | Article 24.4.1.12GPP and GPN from the Article 15.4.5 of this Network Code; | Article 24.4.1.10 is now article 24.4.1.12 without change of text |  |  |
| Article 24.4.1.11Amendment Draft from the Article 21.5.1 of this Network Code; | Article 24.4.1.13Amendment Draft from the Article 21.5.1 of this Network Code; | Article 24.4.1.11 is now article 24.4.1.13 without change of text |  |  |
| Article 24.4.1.12act on amendment of this Network Code from the Article 21.6.4 of this Network Code. | Article 24.4.1.14act on amendment of this Network Code from the Article 21.6.4 of this Network Code; | Article 24.4.1.12 is now article 24.4.1.14 without change of text |  |  |
|  | Article 24.4.1.15information on commencement of public consultations, in cooperation with Adjacent TSO, with Users in case of amendments of existing and entry into new Interconnection Agreements, with the draft of the Interconnection Agreement. Public consultations last at least two (2) months and Transporter and Adjacent TSO take into consideration comments of the Users on the occasion of entering into or amendments of the Interconnection Agreement; and | Amendment made in line with the Regulation on network code on interoperability between transmission system operators and rules for changing of data necessary for operation of interconnected gas transmission systems |  |  |
|  | Article 24.4.1.16information contained in Interconnection Agreements which directly affect the User, and which also includes rules on flow control, principles of measuring quantity and quality of the Natural Gas, rules on Matching procedures, rules on allocation of quantities of Natural Gas. | Amendment made in line with the Regulation on network code on interoperability between transmission system operators and rules for changing of data necessary for operation of interconnected gas transmission systems |  |  |
| Article 25.1.Transporter shall publish, within forty five (45) Business Days from the start of commercial operation date of Pipeline, on its website date of forming of Users’ Committee and application form for membership in Users’ Committee. | Article 25.1.Transporter shall publish, within forty five (45) Business Days from the date of entering into force of this Network Code, on its website date of forming of Users’ Committee and application form for membership in Users’ Committee. | Amendments of final provisions due to the amendments of Network Code  |  |  |
| Article 25.2Transporter shall publish, at latest nighty (90) Business Days from the start of commercial operation date of Pipeline, on its website: | Article 25.2Transporter shall publish, at latest nighty (90) Business Days from date of entering into force of this Network Code, on its website: | Amendments of final provisions due to the amendments of Network Code |  |  |
| Article 25.3If within eight (8) days before the session from the Article 25.2.2 of this Network Code, applied Users propose no more than four (4) candidates for Users’ Committee, Transporter’s representative shall on first session appoint proposed candidates for members of Users’ Committee, if such proposal is signed by the majority of the total number of applied Users evidenced on the list at the day of expiry of the deadline for the submission of proposals. | Article 25.3If within eight (8) days before the session from the Article 25.2.2 of this Network Code, applied Users propose no more than three (3) candidates for Users’ Committee, Transporter’s representative shall on first session appoint proposed candidates for members of Users’ Committee, if such proposal is signed by the majority of the total number of applied Users evidenced on the list at the day of expiry of the deadline for the submission of proposals. | Amendments made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article.25.4If applied Users from the Article 25.3 of this Network Code do not submit proposal or propose less than four (4) candidates for members of Users’ Committee, Transporter shall on first session appoint all proposed candidates for members of Users’ Committee, and missing member shall appoint from the list of applied Users, according to the date of submission of application, starting from the earliest. | Article.25.4If applied Users from the Article 25.3 of this Network Code do not submit proposal or propose less than three (3) candidates for members of Users’ Committee, Transporter shall on first session appoint all proposed candidates for members of Users’ Committee, and missing member shall appoint from the list of applied Users, according to the date of submission of application, starting from the earliest. | Amendments made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 25.5If, until the deadline, less than four (4) Users are applied, Transporter shall appoint all Users from the list for members of Users’ Committee, and missing members shall appoint upon the receipt of subsequent applications. | Article 25.5If, until the deadline, less than three (3) Users are applied, Transporter shall appoint all Users from the list for members of Users’ Committee, and missing members shall appoint upon the receipt of subsequent applications. | Amendments made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 25.6 Transporter shall on first session appoint four (4) members of Users’ Committee with Long-Term GTA pursuant to the Final Exemption Act. | Article 25.6 Transporter shall on first session appoint three (3) members of Users’ Committee with Long-Term GTA pursuant to the Final Exemption Act. | Amendments made because Transporter has 3 Users with Long-Term GTA |  |  |
| Article 25.7First session of Users’ Committee shall be held at latest six (6) months from the day in which Transporter performed first allocation of capacity in line with this Network Code. | Article 25.7First session of Users’ Committee shall be held at latest six (6) months from the date of entering into force of this Network Code. | Amendments of final provisions due to the amendments of Network Code |  |  |
| Article 25.8Upon the consent of AERS, this Network Code shall be published on the Transporter’s website together with the decision of AERS on consent. | Article 25.8Upon the consent of AERS, this Network Code shall be published on the Transporter’s website together with the decision of AERS on consent, and become effective on eighth (8th) day as of the publishing, save for the provisions of the Articles 7.2.5-7.2.9 of this Network Code, which become effective as of 1 June 2024. | Amendments of final provisions due to the amendments of Network Code |  |  |
| Article 25.9This Network Code shall become effective on eighth (8th) day as of the publishing. | Article 25.9On the date of entering into the force of this Network Code, the Network Code of the natural gas transmission system No. 05-42 rendered by the Directors of Gastrans d.o.o. on 3 April 2020, shall cease to apply. | Amendments of final provisions due to the amendments of Network Code |  |  |