



CFR NETWORK STATEMENT - 2020

ANNEX 5.d CONVENTION ON THE ENVIRONMENTAL PROTECTION

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COMPANIA NATIONALA DE CAI FERATE CFR SA

Content

CHAPTER.1. OBJECT AND SCOPE OF THE CONVENTION.....	3
CHAPTER. 2. OBLIGATIONS AND RESPONSIBILITIES.....	3
2.1. COMMON OBLIGATIONS	3
2.2. CFR's OBLIGATIONS.....	3
2.3. RU's OBLIGATIONS.....	4
CHAPTER. 3. ENVIRONMENTAL INCIDENTS/ACCIDENTS	4
CHAPTER. 4. FINAL PROVISIONS	5

Compania Națională de Căi Ferate "CFR" SA
No.

RU
No.

CONVENTION On the environmental protection

Concluded between:

Compania Națională de Căi Ferate „C.F.R.”-S.A., with its registered office in 1 Bucharest, 38 Dinicu Golescu Blvd., mail code 010873, registered with the Bucharest Trade Registry under no. J/40/9774/1998, single registration code RO 11054529, duly represented by Mr., Director General, in its capacity as the railway infrastructure manager in accordance with the Government Decision no. 581/1998, hereinafter called CFR, and

_____, hereinafter called **RU**

having regard to the provisions of the G.E.O. no. 195/2005 on environmental protection, approved with modifications by Law no. 265/2006, as subsequently amended and supplemented, this Convention establishes the following:

CHAPTER.1. OBJECT AND SCOPE OF THE CONVENTION

1.1. This Convention constitutes the document establishing the obligations and responsibilities of the Parties, regarding the environmental protection, including the prevention, approval, treatment and recording of environmental incidents/accidents, which could occur in the activities covered by the access agreement on the railway infrastructure concluded between CFR and RU.

CHAPTER. 2. OBLIGATIONS AND RESPONSIBILITIES

2.1. COMMON OBLIGATIONS

Each signatory Party is obliged, for the activities that are the object of the access contract on the railway infrastructure, to ensure compliance with the legal regulations regarding the protection of the environment, regarding the activity and its own personnel, without being able, in any way, to transfer these responsibilities to the other contracting Party.

In the event of the emergence of new risk factors or environmental hazards, the contracting Parties shall notify each other and operatively to establish the new measures that are required.

2.2. CFR's OBLIGATIONS

- To respect and be responsible for the protection of the environment for the specific activities that it carries out within the contractual relations; - To establish, at local level, the obligations and areas of activity of the Parties regarding the provision of sanitation, waste management, other environmental protection measures in the perimeter in which it operates, during the performance of the contract and to inform the RU on the specific internal regulations, regarding the protection of the environment that must be complied;

2.3. RU's OBLIGATIONS

- To respect and be responsible for the application of the legal provisions in force, applicable to the activity carried out, regarding the environmental protection; – To hold/obtain the regulatory documents for the activities that are the object of the Contract, according to the regulatory procedures from the environmental protection point of view and to comply with the conditions in the regulatory acts obtained; – To use the railway infrastructure, the space and/or the rented land, as well as the installations and equipment made available, as the case may be, according to the contractual clauses, in compliance with the legal provisions regarding the environment and the regulatory acts issued by the environmental authorities; – To train its own personnel, corresponding to its activity, in order to comply with all the regulations in force competing to ensure the legislative framework in the field of environmental protection - GEO no. 195/2005 on environmental protection, approved with modifications by Law no. 265/2006, with subsequent amendments and completions and the related legislation regarding the regulation of the operation, the protection of environmental elements (air, water, soil, landscape) and environmental factors (substances, energy, noise, waste, emissions); – To nominate and communicate to CFR the environmental officer responsible with the notification of environmental incidents/accidents, specifying the name, first name, position and telephone number to which he can be contacted. – In the event of an environmental incident/accident due to his fault, to bear the cost of repairing the damage to the environment and to remove the consequences produced by it, restoring the conditions prior to the damage, according to the principle "polluter pays".
- and in case of non-observance of the legal regulations regarding the environment, to bear the sanctions established by the authorities with competences in this field.

CHAPTER. 3. ENVIRONMENTAL INCIDENTS/ACCIDENTS

3.1. The legal responsibility for the consequences of occurring environmental incidents/accidents due to the fault of the RU, in the activity that it carries out, rests with it.

According to the environmental regulations in force, the liability for the damage to the environment is objective, regardless of the fault, and in the case of the plurality of authors, the responsibility is joint.

In case of an environmental incident/accident, the RU is obliged to: a) to notify the local representatives of the environmental authorities (the County Agency for Environmental Protection and the County Commissioner of the National Environmental Guard and, as the case may be, the territorial representatives of the Administration "Romanian Waters") according to the legal provisions, in order to establish the mode of action regarding the reduction and liquidation of impact, causes and identification of those responsible for its production; b) to notify CNCF "CFR" S.A. about the incident/accident produced, with all the necessary data.

Any incident or environmental accident, produced on the railway infrastructure, will be announced immediately, by any means of communication (telephone, radio telephone, courier, etc.) by the manager of the workplace, or by any employee, to the head of the infrastructure unit, on the area of which it was produced;

In the case of incidents/accidents occurring in the open line, the announcement will be made at the nearest station or to the one with which you can communicate the fastest;

The announced CFR unit will continue to notify the environmental incidents/accidents produced, according to the notification scheme established by the specific procedures of CFR;

During the notification there will be communicated, the date, place, time and circumstances of the production, the number and names of the injured persons, the consequences on them, the description of the nature and quantity of the pollutant, the proportions of the environmental incident/accident, the affected surface, the

affected environmental elements, the immediate measures that will be taken, other useful information requested;

3.2. The environmental incidents/accidents produced in the places used exclusively by the RU (buildings, machines, installations, etc.) are notified, researched and recorded by the RU, according to its intervention plan in case of environmental incident/accident. **3.3.** The environmental incidents/accidents produced in the locations, in the premises, with the facilities or with the means of production of CFR are recorded by CFR. **3.4.** The environmental incidents/accidents produced on the railway infrastructure that are the object of the infrastructure access contract, will be investigated in the commission established by CFR's management with the participation of the person designated by the RU and the competent authorities for environmental protection.

CHAPTER. 4. FINAL PROVISIONS

4.1. The Convention will be updated when the normative acts change or whenever the signatory Parties deem it necessary.

4.2. The provisions of this Convention will be adapted at local level, by each Regional Railway Branch, together with the territorial representatives of the RU and will be processed under signature, with all interested personnel of the Parties, in order to know and apply them correctly.

4.3. This Convention enters into force on the date of signature and is valid for the period of validity of the access contract on the railway infrastructure concluded between Parties.

4.4. The convention was concluded in Bucharest, today _____, in two copies, each with original character and the same force of law, containing 3 pages, one copy for each signatory party.

On behalf of
Compania Națională de Căi Ferate „CFR” S.A.

on behalf of
RU