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ANNEX 5a

Compania Nationala de Cai Ferate "CFR" SA

RU

No.

No.

CONVENTION ON FIRE-FIGHTING

This Convention shall be concluded between:

Compania Nationala de Cai Ferate "CFR" SA, headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, mail code 010873, registered with the Trade Registry under number J40/9774/1998, single registration code RO 11054529, legally represented by Mr., Director General, in its capacity as the Railway Infrastructure Manager in accordance with the GD no. 581/1998, hereinafter called **CFR**,

and

the RU

in accordance with the provisions of the Fire-Fighting Law no. 307/2006 and the normative acts in force.

Chapter I. PURPOSE AND SCOPE OF THE CONVENTION

This Convention shall be the document setting down the obligations and responsibilities of the parties regarding the prevention, intervention, investigation and registration of the fire-fighting events that could occur during the activities which represent the purpose of the Public Railway Infrastructure Access Contract concluded between CFR and the RU.

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Chapter II. OBLIGATIONS AND RESPONSIBILITIES

2.1. JOINT OBLIGATIONS

Each signatory party shall ensure the compliance with the legal fire-fighting regulations related to its own activity and personnel, and shall not transfer, in any way, these responsibilities to the other party.

With the help of their own specialized personnel, the signatory parties shall perform the control of the modality of complying with the fire-fighting rules and regulations.

Upon occurring some new risk factors or hazards, the signatory parties shall mutually and operationally notify each other in order to establish and carry out the additional security measures that are required.

The signatory parties shall facilitate the use of the exit and rescue ways for persons in the areas where such ways are common to all the destinations in the buildings where the activity is carried out.

2.2. CFR's OBLIGATIONS

2.2.1 To insure the functioning and operation under fire-fighting conditions, while ensuring the work safety and security measures for its own systems, equipment and spaces in accordance with the law, rules and technical standards in force;

2.2.2 To make available to the RU the specific documentations for the general introductory training;

2.2.3 To make available to the RU the technical documentations for the operation of its own buildings, systems, machinery and equipment related to the joint activity.

2.2.4 To establish and delimit the activity areas of the parties, and to mark the access ways.

2.2.5 To establish the high-risk workplaces which shall be marked and signalled with warning means in all the areas, both by day and by night, and to notify the changes made to all the stakeholders in the shortest time.

2.2.6 To ensure for the RU appropriate working conditions in the common areas in accordance with the fire-fighting legislation.

2.2.7 When the RU's personnel start the work, to perform their verification and testing, if the personnel are not led by a head of the workplace in the common working areas.

2.2.8 To stop the work if there occurs an imminent fire hazard.

2.2.9 To also train its own personnel with regard to the fire-fighting rules specific to the railway undertaking in relation to the activities which are jointly carried out.

2.3 CFR's RIGHTS

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2.3.1. To perform the control of the compliance with the fire-fighting regulations and rules within the RU carrying out its activity on the public railway infrastructure, and to prohibit its activity if it does not comply with the fire-fighting regulations and rules.

2.3.2. Upon the occurrence of an imminent hazard, it may take measures to discontinue the RU's activity until any risk factor has been removed.

2.3.3. When performing special works for which the fire-fighting rules set down no provisions or when there jointly occur several risk factors, it may establish and carry out concrete measures for preventing the fire-fighting events.

2.4 THE RU's OBLIGATIONS

2.4.1. To use the railway infrastructure, the rented space and/or plot of land, as well as the systems and equipment made available in accordance with the legal provisions and the contractual clauses.

2.4.2. To obtain the necessary fire-fighting permits and/or authorizations for the activities it carries out.

2.4.3. To designate the persons responsible for ensuring the technical conditions that have to be complied with before the commencement of and during the work, with a view to preventing the fire-fighting events during the activity carried out.

2.4.4. To nominate the employees designated to represent it within the relations with CFR, by specifying the competence limits up to which these are empowered to solve the operational fire-fighting issues.

2.4.5. To train its own personnel with regard to the fire-fighting rules to be complied with, according to the activities to be carried out on the basis of the documentation and the law in force, whereas the task to obtain them completely belongs to it.

2.4.6. To use the rented spaces in accordance with their destination set down in the contract.

2.4.7. Not to make changes to the buildings in which it carries out its activity and the related systems without CFR's approval.

2.4.8. In case of a fire, the RU shall intervene with the help of its own intervention means and, as the case may be, in accordance with its own intervention plan, in order to evacuate the persons, to localize and extinguish the fire, to limit the consequences, and to notify the competent bodies.

2.4.9. In case of a fire caused through the RU's fault, the damages incurred shall be borne by it.

2.4.10. To equip the spaces made available by CFR and/or the rolling stock running or being stopped on the public railway infrastructure with fire-fighting means of first intervention, in accordance with the fire-fighting rules.

2.4.11. To perform adequate regular verification, maintenance and repairing works of the fire-fighting means so as to continually ensure their operation and use.

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Chapter III. NOTIFICATION OF FIRE-FIGHTING EVENTS

3.1. The fire-fighting events occurring in the places used only by the RU (rolling stock, buildings, machinery, systems, etc.) shall be notified and investigated by it.

3.2. Any fire-fighting event occurring on the public railway infrastructure shall be immediately notified, by any means (telephone, radiotelephone, courier, etc.), by the head of the workplace or by any employee, to the head of the infrastructure unit in the area of which it occurred.

3.3. In case of the fire-fighting events occurring on the through line, the notification shall be performed in the nearest station or in the station with which it can communicate the fastest.

3.4. The notice shall state: the date, place, time and circumstances of the occurrence of the event, the name of the person performing the notification, the place where it is and the telephone number.

Chapter IV. INVESTIGATION OF FIRE-FIGHTING EVENTS

The fire-fighting events occurring on the railway infrastructure shall be investigated by a commission made up of the representatives of the parties, based on the decisions of their heads.

Chapter V. REGISTRATION OF FIRE-FIGHTING EVENTS

The fire-fighting events shall be registered by the RU.

Chapter VI. FINAL PROVISIONS

The Convention shall be updated upon any change in the normative acts or whenever the signatory parties consider it necessary.

The provisions of this Convention shall be adapted by each Regional Railway Branch, together with the RU's territorial representatives, and shall be made known, against signature, to all the interested personnel of the parties so that they may correctly get acquainted with and apply them.

This Convention shall enter into force at the signing date, and shall be valid for the validity period of the access contract concluded between the parties.

This Convention was concluded in Bucharest today, ,year....., in two original copies having the same legal force and containing 3 pages, one copy for each signatory party.

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On behalf of

Compania Nationala de Cai Ferate "CFR" SA

On behalf of **the RU**