



CFR NETWORK STATEMENT - 2024

ANNEX 14 **RAILWAY INFRASTRUCTURE ACCES CONTRACT**
CONCLUDED BETWEEN CFR AND RU

Validity: 11.02.2024 – 14.12.2024

Version: 13.1.1

Update: 29.02.2024



COMPANIA NATIONALA DE CAI FERATE CFR SA

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Railway Infrastructure Access Contract no.

PREAMBLE

This Railway Infrastructure Access Contract shall be concluded in accordance with the provisions of Art. 18(1) of the Government Emergency Ordinance No. 12/1998 *on the Romanian railway transport and the reorganisation of the Romanian National Railway Company (SNCFR)*, republished, with its further amendments and supplements, and the provisions of Art. 12(1) of the Government Decision No. 581/1998 *on the setting up of the National Railway Company "C.F.R." - S.A. by means of the reorganisation of the Romanian National Railway Company (SNCFR)*, with its further amendments and supplements.

THE CONTRACTING PARTIES:

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 and single registration code RO 11054529, duly represented by Mr Ion SIMU - ALEXANDRU, Director General, in its capacity as the railway infrastructure manager in accordance with the Government Decision No. 581/1998, hereinafter called **CFR**,

and

..... with its registered office in
....., mail code, registered with the Trade Registry
under No., single registration code RO, duly represented by Mr.
....., Director General, in its capacity as a railway undertaking, hereinafter called the **RU**.

The Parties have agreed to conclude this Railway Infrastructure Access Contract, hereinafter called the Contract, as follows:

Art. 1. Applicable Definitions

In this Contract, the following terms shall have the following content and shall be interpreted as follows:

1.1. Third Party means the legal entity/individual (the person) which/who has no connection whatsoever to this legal document, i.e. the person who cannot make any profit on this legal document or be bound by it in any way.

1.2. Subunits mean the subunits held by CFR for the train movement or shunting activities or other operating activities as follows:

- CFR station;
- MH - movement halt affiliated to a CFR station;
- MP - movement point on the running line;
- PH - affiliated passenger halt;
- PFH – affiliated passenger and freight halt for wagons forwarded to the public or industrial line;

- PHw/oT - passenger halt without ticketing.

1.3. Minimum Access Package means the services supplied in order to ensure at least the transit of a train between two points of the network, except for the shunting services or other operations. The RU shall have the right to receive, in a non-discriminatory manner, the minimum access package which shall be supplied by CFR in accordance with the law in force, and shall be presented in Annex No. 3 hereto.

1.4. Access, including track access, to service facilities (if they exist) and supply of services within these service facilities, means the services supplied by CFR for the access to service facilities and supply of services within these service facilities, in a non-discriminatory manner. The service facilities for which the relevant services are supplied shall be presented in Annex No. 4 hereto.

1.5. Additional Services mean the services which shall be supplied by CFR to the RU upon request. These services shall be presented in Annex No. 5 hereto.

1.6. Ancillary Services mean the services which shall be optionally supplied by CFR upon the request of the RU, on the basis of the agreement of the Contracting Parties. These services shall be presented in Annex No. 6 hereto.

1.7. Optional Services mean other services agreed by the Parties, and included in Annex No. 9.

1.8. Force Majeure is a circumstance which is absolutely unpredictable and inevitable, and makes impossible – in an objective manner, and without any fault of the debtor – the fulfilment of the obligations under the contract, respectively the objective impossibility of fulfilling the obligations caused, without any fault of the debtor, by a case of force majeure. The concept of *force majeure* is exclusively associated with events which are unpredictable and insurmountable, and have a severe overall impact on an extended territorial or socio-economic area, such as natural disasters (hurricanes, floods, volcanic eruptions) or serious social events (outbreak of war or of a popular revolution).

1.9. Unforeseeable Circumstance is a relative event which can be neither foreseen nor prevented by the Party which should have borne the liability if the event had not occurred. The concept of unforeseeable circumstance is associated with:

a) circumstances which originate in the field of activity of the Party which is or should be liable, and are intrinsic to things and/or animals and/or actions, such as: hidden defects of things, manufacturing defects, animal fright, death of the engine driver, failures of the transportation means or of the railway infrastructure components, other than those that occur due to the fault of the keeper of the transportation means, respectively due to the fault of the railway infrastructure manager, theft of railway components, etc.;

b) events which are closely related to the activity carried out by the one whose liability is relieved, but which could not have been foreseen by him;

c) external circumstances which cannot be attributed to the liable person, which does not have an extraordinary nature, and which could have been neither foreseen nor prevented nor avoided: earthquakes of low intensity which frequently occur in certain territorial areas, floods which commonly occur in some places every spring, events occurring at level crossings caused by road vehicles, falling trees, landslides and/or falling rocks, etc.

1.10. Day – is interpreted as calendar day; **year** – is the period of time between the 1st of January and the 31st of December.

1.11 Ancillary Agent means an economic agent which carries out specific activities for the Parties on the basis of a contract.

CHAPTER I - PURPOSE AND DURATION OF CONTRACT

Art. 2. Purpose of the Contract

2.1. CFR shall make the interoperable, as well as the non-rented non-interoperable public railway infrastructure available to the RU in accordance with this Railway Infrastructure Access Contract.

2.2. CFR shall supply to the RU the Minimum Access Package as defined at Art. 1.3 hereof, for which the RU shall pay the Infrastructure Access Charge (IAC).

2.3. CFR shall supply to the RU the following supplementary services:

- access, including track access, to service facilities and supply of services within these service facilities;
- additional services;
- ancillary services;
- optional services,

as defined at Art. 1 hereof. For these services, the RU shall pay other charges, not the IAC, as necessary.

Some of the additional services and auxiliary services are provided by CFR through its specialized subsidiaries.

2.4. For other services and facilities requested by the RU, the RU shall pay to CFR specific charges, as necessary.

2.5. The RU shall supply, on its own liability and behalf, railway transport services on the railway infrastructure in accordance with the legal regulations, and the conventions to which it is a party. These services shall be set down in Annex No. 1 hereto.

Art. 3. Contract Duration

3.1 The Contract shall come into force on February 11, 2024, and shall be valid until December 14, 2024, inclusively.

3.2 The Contract may be extended for new periods of time upon the written agreement of the Parties by means of an addendum. The request to extend the Contract shall be submitted to the other party not more than 60 days prior to the termination hereof.

CHAPTER II – CHARGES AND PAYMENT CONDITIONS

Art. 4. Tariffs and Charges

4.1. The level of the public railway Infrastructure Access Charge (IAC) for the validity period of the Contract shall be that which is calculated with the help of the methodology for charging the use of the public railway infrastructure, and of the list with the classification of the traffic sections by line categories for the calculation of the IAC, as set down in the Government Decision No. 920/2021 on approving the 2021 – 2025 CFR Activity and Performance Contract, with its further amendments and supplements. The obtained value shall not include VAT.

4.2. The value of the basic charging elements shall be presented in the CFR Network Statement, in accordance with the law in force, as well as with Annex No. 17 hereto.

4.3. The IAC calculation modality shall be updated in accordance with the potential binding legal provisions to apply after the conclusion of this Contract.

4.4. (1) The charges and tariffs for the services included in Annexes no. 4, 5, 6 and 9 hereto shall be determined by CFR in accordance with the law in force, and shall be presented in Annex No. 18. These charges and tariffs

shall be valid from the date of the conclusion of this Contract until any modification/update in accordance with the provisions of paragraph (2).

(2) The tariffs may be modified/updated by CFR in accordance with the law in force, only in thoroughly justified cases, with the exception of the tariffs for the transport of the CFR cranes and of the intervention trains, and of the tariff for the use of the intervention trains, which shall be indexed with the inflation index whenever it exceeds 3% as compared to the last indexation. These tariffs shall enter into force after being published in the CFR Network Statement, and after sending a prior notice to the RU at least 60 days before their effective implementation. Upon the entry into force of the modified/updated tariffs, the tariffs mentioned in Annex No. 18 shall cease to be applicable, and shall be replaced/amended by the tariffs set down in the prior notice.

(3) The tariffs for the provision of power supply for traction and for the provision of additional information are provided in specific contracts concluded between OTF and the specialized subsidiaries of CFR, as provided in Annex 5, respectively Annex 6 of this contract.

Art. 5. Payment Conditions and Deadlines

5.1. The IAC invoice shall be issued by CFR each month, until the 15th day of the month for the ongoing traffic month, on the basis of some partial data, according to the previous traffic (50% of the traffic of the previous month). The settlement shall be usually performed until the 20th day of the month following the month in which the service was supplied. IAC-related invoices are due 35 calendar days from the date of communication in the national invoice system on electronic invoice RO e-Invoice, according to the legal provisions in force. The due date of TUI tax invoices is considered the 35th calendar day from the date of communication in the national system on the electronic invoice RO e-Invoice, with interest and penalties being calculated starting from the 36th calendar day. The deadlines shall be calculated per calendar days, and shall not be extended if they fall on a non-working day. The date of the CFR bank account statement certifying the effective collection of the relevant amount shall be considered the payment date.

5.2. If the RU does not pay the equivalent value of the invoiced IAC service until the due date, CFR shall temporarily suspend, until the outstanding payment obligations are fulfilled, its access to the railway infrastructure as follows:

5.2.1. after at least 3 working days from the expiry of the due date of the invoices if the RU has not set up a guarantee in accordance with Chapter 5, upon a prior notice to the RU;

5.2.2. after a period of at least 15 calendar days from the expiry of the due date of the invoices, if the RU has set up a guarantee in accordance with Chapter 5, upon a prior notice to the RU.

5.3. The invoices related to the other services, including those set down in Annexes No. 5, 6, 9, shall be usually issued within 30 days from the receipt of the confirmation. The due date of TUI tax invoices is considered the 35th calendar day from the date of communication in the national system on the electronic invoice RO e-Invoice, with interest and penalties being calculated starting from the 36th calendar day. The deadlines shall be calculated per calendar days, and shall not be extended if they fall on a non-working day. In case of the invoices to be issued on the basis of check lists, these shall be priorly sent by CFR to the RU, as a rule, within 15 calendar days from the expiry of the month in which the service was supplied. The RU shall acknowledge, as appropriate, the check lists for the services supplied within 20 calendar days from the date of their submission by CFR, whereas afterwards CFR shall issue the relevant invoices. The deadlines for the submission of the check lists by CFR and for their acknowledgement by the RU may be extended upon the agreement of the Parties.

If the RU does not acknowledge the check lists received or does not raise objections to them within this deadline, the check lists shall be considered accepted, and CFR shall issue the relevant invoices.

5.4. If the RU does not pay the equivalent value of the invoiced service as set down at paragraph 5.3 above until the due date, CFR shall temporarily suspend their supply until the outstanding payment obligations are

fulfilled, after at least 3 working days from the expiry of the due date of the invoices, with the exception of those related to paragraphs 1.1, 1.5, 1.6 and 1.7. of Annex No. 18, which, due to objective reasons, cannot be suspended. The supply of the services shall be suspended upon a prior notice to the RU.

- 5.5. If the Parties do not fulfil or fulfil with delay or inadequately their financial obligations hereunder, they shall pay 0.03% interests and penalties per each day of delay commencing with the first day after the expiry of the payment deadline and until the date of the settlement of the amount owed, including, whereas the debtor shall be in delay by operation of law. The total amount of the interests and penalties may not exceed the total amount on which they have been calculated.

CHAPTER III - RIGHTS, OBLIGATIONS AND LIABILITIES OF THE PARTIES

Art. 6. General Provisions

- 6.1. CFR and the RU shall fulfil their obligations under the Contract in good faith so that they may cause no damage to the other Contracting Party (they shall fulfil their obligations under the Contract by limiting the negative effects as much as possible).
- 6.2. CFR and the RU shall send to each other all the information necessary to achieve a high efficiency and safety degree of the railway traffic management and activity. CFR and the RU shall cooperate with a view to jointly identifying and managing the interface hazards, and the related safety measures to be applied at the interfaces between them.
- 6.3. The Parties may register the data on the Contract, the settlements and the services in common databases.
- 6.4. CFR and the RU shall make available to each other the indicators needed for statistical purposes regarding the assessment of the railway traffic structure.
- 6.5. The train-km volume achieved by the RU shall be determined by CFR by using IT applications. The results may be analysed and checked by the RU.
- 6.1. 6.6. The operational structures which are designated by CFR and the RU, which are authorised to take, without delay, operational decisions on their behalf, shall be:
- for CFR - The Traffic Directorate;
 - for the RU – The Dispatcher’s Office.

Art. 7. Public Railway Infrastructure Capacity Allocation

- 7.1. The access to the public railway infrastructure shall be granted on the basis of:
- a) the railway transport licence;
 - b) the safety certificate;
 - c) the timetable documents (rail service books);
 - d) the instructions and regulations specific to the railway activity;
 - e) the national legislation and the international conventions to which CFR and the RU are parties, and the provisions of this Contract.
- 7.1. The use of the public railway infrastructure shall involve the allocation by CFR of the train paths for supplying transport services, on the basis of the requests for railway infrastructure capacity submitted in writing to CFR within the agreed deadlines, in accordance with the law in force.
- 7.2. The allocated train paths shall be registered in the timetable documents (rail service books) to be regularly prepared by CFR, and shall represent Annex No. 15 hereto.
- 7.3. The allocated train paths shall be registered in the timetable documents (rail service books) to be regularly prepared by CFR, and shall represent Annex No. 15 hereto

- 7.4. The train paths shall be allocated to the RU by means of the (annual) timetable. For the passenger traffic, CFR may modify or adapt the requests of the RU with its consent, in accordance with the provisions of the regulations in force.
- 7.5. The train paths allocated to the RU by means of the (annual) timetable shall be operationally planned in the daily traffic plan prepared by CFR on the basis of the requests of the RUs. Moreover, CFR may amend, adapt or cancel the requests of the RUs in accordance with the objective criteria regarding the condition of the railway infrastructure or the necessity to comply with the defence needs or the regulations in force. The Parties shall agree that the international trains that cannot use the international train paths established by CFR in collaboration with other infrastructure managers in accordance with the provisions of Annex VII, Art. 4 of the Law No. 202/2016, with its further amendments and supplements, shall have priority when scheduling the alternative routes.
- 7.6. CFR and the RU shall mutually agree on the use of the IT applications of the type called IMComm, with a view to streamlining the activity of scheduling the train traffic, and reducing the stabling on the receiving-dispatching lines of some state border railway stations or with high activity degree, which are servicing the sea and river ports, large economic agents, industrial lines with low parking capacity and high traffic, etc. The management of the traffic capacities by means of these IT applications shall be performed by CFR.
- 7.7. (1) For increasing the quality of the passenger and freight railway transport services, the Parties shall agree to apply the provisions of the document "The Train Traffic Performance Regime on the CFR Network" presented in Annex no. 16 hereto.
(2) "The Train Traffic Performance Regime on the CFR Network" aims at achieving the stability of the traffic plan, and at improving the train traffic punctuality by applying a system of payments made by the Party causing the damage to the Party suffering it.
- 7.8. The RU and CFR shall communicate to each other any setting-up of units or subunits or any significant changes (winding-ups and re-openings) for a certain type of the traffic carried out by their own or common units.

Right and Obligations of the Parties

Art. 8. Information on Operation

- 8.1. CFR shall make available to the RU, in due time, at least the following information:
- on the condition of the railway infrastructure before the departure of the train, especially on the changes related to the track, and those which are related to the train traffic (speed restrictions or limitations, signalling changes, etc.);
 - on the position of the train held by the RU, upon its request;
 - information on the contracted activity,
 - other information relevant to the performance hereof;
 - all the scheduled line closures, at least 3 days before the closing; the information shall be made by telegram, fax and/or e-mail to the addresses specified in the Contract, by complying with the deadlines set down in the Regulations on the Infrastructure Capacity Allocation, approved by means of the Government Decision No. 1696 of 29.11.2006.
- 8.2. The RU shall make available to CFR, in due time, before the departure of the train, at least the following information:
- on the formation of the train (type of locomotive, length of train, number of train vehicles, and their operation features, mass (tonnage) of train, braked weight percentage, result of the technical

- inspection, and of the brake test (braking sheets, halting sheets, etc.), rolling stock restricted for movement or shunting, out-of-loading gauge rolling stock or rolling stock overloaded per axle or linear meter, etc.);
- b) on the possible peculiarities (vehicles which are not proper for traffic in accordance with the specific domestic or international regulations, the special restrictions on the vehicle or its load, etc.);
 - c) on important issues which could cause delay (speed limitations caused by the braking percentage (by mentioning the limitations), failures of the rolling stock, etc.);
 - d) on other possible issues necessary for ensuring the traffic safety, and the settlement of the services.
- 8.3.** The RU shall make available to CFR a list of the documents with the information specified at Art. 8.2 hereof, as well as with the specific regulations related to the access to and the use of the railway infrastructure (Annex No. 14).

Art. 9. CFR's Right to carry Out Works on the Railway Infrastructure

- 9.1.** CFR shall have the right to carry out on the railway infrastructure all the works necessary for ensuring the operation of the lines, installations and other railway infrastructure components within the agreed parameters.
- 9.2.** CFR shall inform the RU about any significant planned works (involving speed restrictions or line closures) within the deadlines set down in the "Instructions for Speed Restrictions, Line Closures, and Contact Line Disconnections No. 317".
- 9.3.** The line closures or capacity restrictions caused by the renewal or upgrading works on the railway infrastructure shall be approved by CFR in accordance with the "Instructions for Speed Restrictions, Line Closures, and Contact Line Disconnections No. 317".
- 9.4.** The works involving speed restrictions or limitations or line closures which are caused by a force majeure case/unforeseeable circumstance, and are scheduled after the entry into force of the timetable shall be notified (made known) by CFR to the RU within the deadlines set down in the "Instructions for Speed Restrictions, Line Closures, and Contact Line Disconnections No. 317".
- 9.5.** CFR shall immediately inform the RU about any accidental, urgent or non-scheduled works which involve line closures or speed limitations or restrictions, and shall carry out the relevant works so that their effects on the transport services supplied by the RU may be as low as possible.
- 9.6.** In case of the line closures involving traffic interruption or in case of the congested railway infrastructure sections, CFR shall make available, upon the request of the RU, alternative traffic routes by levying the IAC on the reference route.
- 9.7.** CFR shall maintain the infrastructure capacities within reasonable limits in accordance with the powers granted.
- 9.8.** CFR shall agree with the works set down at paragraphs 9.2, 9.3 and 9.4 above as soon as it receives the necessary information about these works and the relevant line closures.

Art. 10. Verification

- 10.1.** At any moment or in any place, CFR may verify whether the train traffic or the handling of the shunting convoys belonging to the RU is carried out in accordance with the provisions in force with regard to the use of the railway infrastructure.
- 10.2.** The RU shall grant to CFR's personnel assigned to perform these verifications access to the driving cabin of the RU's traction rolling stock in accordance with the regulations in force, and if the access is crucial for the use of the railway infrastructure.

- 10.3. If any non-compliance is found out by the personnel of one Party, the relevant personnel shall inform the representatives of the other Party, in writing, about the measures to be taken, and the remedying modality.
- 10.4. If any non-compliance which could affect the railway traffic safety is found out, the RU's personnel shall comply with the instructions and measures specified by CFR's personnel, in order to prevent any accidents/incidents occurring on the railway infrastructure.
- 10.5. The modality of performing the verification shall be presented in Annex no. 11 hereto.

Rights and Obligations of the Contracting Parties in Case of Incidents

Art. 11. Deviations from the Agreed Timetable and Disturbances

- 11.1. CFR and the RU shall inform each other, as soon as possible, about any disturbance that might have effects on the safety, punctuality, and adequate performance of the railway transport or on the environment.
- 11.2. In this Contract, disturbance means any deviation from the agreed rail service book or plan, any interruption or breakdown, as well as the RU's request to modify the traffic plan.
- 11.3. In case of a deviation from the agreed timetable (train path) or of a disturbance, irrespective of their cause, CFR and the RU shall inform each other about their consequences for the traffic. The information method can also be achieved with the help of dedicated IT applications based on the specific technical interoperability standards.
- 11.4. In case of train delays, the delay minutes and their cause shall be determined in accordance with "The Train Traffic Performance Regime on the CFR Network".
- 11.5. If there is found out any non-compliance or failure which prevents the management, routing or continuation of the movement of a train, CFR shall reserve the right to act in accordance with the law in force regarding the access to and the use of the railway infrastructure, by removing the defect rolling stock from the train or even by stopping (limiting) the train in the first sectioning point of the line until the failure has been remedied.
- 11.6. In case of major disturbances (line closures as a result of natural disasters, railway accidents, etc.), CFR shall notify the RU by e-mail, specifying the data regarding the event that has occurred and, if possible, the estimated moment of resuming the railway traffic under normal conditions.

Art. 12. Traffic Organisation for Resuming Normal Operating Conditions

- 12.1. CFR shall organize and carry out the interventions necessary for resuming the railway traffic in case of any accidents/incidents occurring on the railway infrastructure, natural disasters or other circumstances disturbing the train traffic or affecting the railway traffic safety.
- 12.2. For this purpose, CFR may take measures to organise the traffic and the shunting with a view to carrying out the intervention works for resuming the normal operating conditions.
- 12.3. CFR shall apply the regulations in force regarding the organisation of the traffic under failure conditions.
- 12.4. Upon CFR's request, the RU shall ensure, to the extent possible, against payment, the means, rolling stock and specialised personnel for the working trains, with a view to restoring the operating parameters of the railway infrastructure.
- 12.5. CFR and the RU shall ensure the compliance with the common document "The Unitary Management of the Forces Taking Part in the Interventions related to Railway Accidents". The provisions of the documentation related to the signatory RUs shall also be complied with by the RU.
- 12.6. In all cases, the equivalent value of the supplied services, and the suffered damages shall be paid by the Party causing them, in accordance with the law in force.

Art.13. Clearing of the Railway Infrastructure

- 13.1. After using the train path, the RU shall clear the public railway infrastructure in accordance with the technological processes or the common regulations.
- 13.2. In case of a failure of the RU's train hauling means, the RU shall take all the necessary measures to clear the running line as soon as possible, by supplying emergency locomotives. If the RU cannot supply the emergency locomotive within a reasonable period of time, CFR shall take measures to supply an emergency locomotive from any other RU so that the consequences for the railway traffic may be as low as possible.
- 13.3. Upon CFR's written request (including by telephone transcription, e-mail, etc.), the RU shall collaborate in the removal of the effects of the accidents/incidents occurring on the railway infrastructure, and of the contingencies even if Ancillary Agents or Third Parties are involved, whereas the equivalent value of the services shall be paid by the faulty party.
- 13.4. Moreover, upon CFR's request, the RU may supply, against payment, the available traction means in order to remove the effects of snow blockages along the routes on which it operates, in accordance with the specific conventions.

Art.14. Consequences Harmful to the Environment

- 14.1. If the environment is affected by the operation of the railway infrastructure by the RU or if there are environment accidents/incidents, danger of explosion or fire or any other dangers to the operation, the RU shall inform the nearest CFR subunit (especially station).
- 14.2. This information shall not exempt the RU from its liability to take immediate measures, and to comply with its legal obligations (intervention, information of the competent authorities as set down in the law in force, etc.).
- 14.3. The Parties shall ensure the compliance with the applicable legal regulations on environmental protection and the specific requirements of the Convention on Environmental Protection concluded between CFR and the RU.

Art.15. Causes Simultaneously Contributing to Damages

- 15.1. In case that the damages were produced by some causes for which both Parties are liable, each Contracting Party shall be responsible only if the causes for which it is liable under Art. 19 and 20 have contributed to the occurrence of the relevant damages.
If it is impossible to assess their individual liability, the Parties shall be equally liable for the damages they have caused.
- 15.2. In case of the damages under Art. 20, Art. 15.1(1) shall apply by analogy if the damages were produced by some causes for which several railway undertakings using the same railway infrastructure are liable.
- 15.3. If it is impossible to assess to what extent the respective causes contributed to the damages, the railway undertakings shall be equally liable to CFR.

Art.16. Damages for Injuries or Death

The damages for injuries or death shall be established in accordance with the law in force.

Art.17. Parties' Liability for their Ancillary Agents

17.1 The Contracting Parties shall be liable for their Ancillary Agents.

LIABILITIES

Art.18. Principles

- 18.1. These provisions shall apply for regulating the liabilities of the Contracting Parties, unless the law in force at the place where the breakdown (incident) took place as well as the border agreements or intergovernmental agreements provide otherwise.
- 18.2. These provisions shall not apply in case of other legal relationships, mainly in case of:
- a. the liability of the Contracting Parties to their agents and/or to other persons to which they resort in order to perform their tasks;
 - b. the liability between the Contracting Parties and Third Parties.
- 18.3. In accordance with the provisions of the Civil Code, the debtor of the obligation "to be fulfilled" shall be in delay by operation of law upon the expiry of the deadlines set down in the Contract.
- 18.4. For the non-fulfilment or inadequate fulfilment of the obligations hereunder, the Party in default shall pay penalties and damages.
- 18.5. If the penalties set down hereunder or through the established tariffs do not cover the damages suffered, CFR or the RU may claim additional damages in accordance with the provisions of the common law.

Art.19. CFR's Liability

19.1. CFR shall be liable for:

- bodily injuries (wounding or any other injury to the body or health of a person);
- material damages (destroying or damaging of movable and immovable property caused to the RU);
- pecuniary losses resulting from the damages owed by the RU under the law or the domestic and international conventions to which it is a party;
- ensuring a sufficient processing capacity for the freight traffic in the marshalling, technical, intermediate and transit stations, and on traffic sections, in correlation with the allocated funds.

CFR shall be liable for these damages only if they have been exclusively caused due to or as a result of the performance of the specific activities.

19.2. CFR shall not be liable:

19.2.1. In case of any bodily injuries or other pecuniary losses resulting from the damages owed by the RU under the domestic and international conventions:

- if the incident/accident was caused under some circumstances not connected to the operation, which CFR could not have avoided and could not have any possibility to avoid, and the consequences of which could not have been prevented;
- if the incident/accident is caused by the fault of the person who suffered the damages;
- if the incident/accident is caused as a result of the actions of a third party which CFR could not have avoided and could not have any possibility to avoid, and the consequences of which could not have been prevented or the effect of which could not have been limited.

19.2.2. CFR shall not be liable for the material damages and the pecuniary losses resulting from the damages owed by the RU pursuant to the domestic and international conventions, if the damages are caused by the fault of the RU, by an order of the RU or under some circumstances that CFR could not have avoided or the consequences of which could not have been prevented, or in case of the occurrence of unforeseeable circumstances.

- 19.3. If CFR is not relieved of its liability under Art. 19.2, it shall be liable within the limits of this Chapter, retaining its right to a possible recourse action against the relevant Third Party.
- 19.4. If the Contracting Parties have not agreed otherwise, CFR shall not be liable for the direct damages (pecuniary losses) unless the RU has to pay damages in accordance with the law or the intergovernmental conventions. Art. 19.2 shall apply correspondingly.

Art.20. RU's Liability

- 20.1. The RU shall be liable to CFR for the damages caused by the rolling stock it uses or by the passengers or goods it transports, in accordance with the Romanian Railway Transport Regulation, the Railway Technical Operation Regulation, and in the law in force.
- 20.2. The RU shall be liable for the trains, convoys and rolling stock which it uses for supplying railway transport services (including shunting operations), and which have access to CFR's public or private railway infrastructure, in accordance with the Romanian Railway Transport Regulation.
- 20.3. The RU shall ensure and be liable for the integrity of its transports, unless the law in force provides otherwise.
- 20.4. The RU shall not be liable:
- if the incident was caused by some circumstances not connected to the operation, which the RU could not have avoided, and the consequences of which could not have been prevented by the RU;
 - if the incident/accident is caused by the fault of the person who suffered the damages.
- if the incident/accident is caused as a result of the actions of a third party which the RU could not have avoided and could not have any possibility to avoid, and the consequences of which could not have been prevented or the effect of which could not have been limited.
- 20.5. If the RU is not relieved of its liability under Art. 20.4, it shall be liable within the limits of this Chapter, retaining its right to a possible recourse action against the relevant Third Party.
- 20.6. If the Contracting Parties have not agreed otherwise, the RU shall not be liable for the direct damages (pecuniary losses) unless CFR has to pay damages in accordance with the law or the intergovernmental conventions. Art. 20.4. shall apply correspondingly.

CHAPTER IV - SPECIFIC CONTRACT CLAUSES RU

Art.21. Authorisations

- 21.1. The RU shall submit to CFR certified copies of its railway transport licence and safety certificate which shall become Annexes No. 7 and 8 hereto.
- 21.2. The RU shall state that, until the conclusion date of the Contract, it has neither required any amendment nor opened any procedure for cancelling the above-mentioned documents. The RU shall immediately inform CFR about any amendment to them or, if necessary, about any withdrawal or suspension of the licence or safety certificate.
- 21.3. The later requests for amending the provisions of the Railway Infrastructure Access Contract and the relevant regulations shall be submitted in writing to CFR at least 10 working days before the requested date of enforcement, with a view to ensuring the preparation of the relevant documentation, as well as its distribution and the training of the relevant personnel of CFR and the RU.

Art.22. Personnel

- 22.1.** For each train, the RU shall ensure the necessary personnel, authorised and competent to make, on behalf of the RU, decisions related to the performance of operations.
- 22.2.** For supplying the services specific to its business purpose, the RU shall use only trained and authorised personnel, regularly tested in accordance with the specific regulations in force, and acquainted with:
- the Romanian language;
 - the railway regulations and instructions on the traffic and shunting activity as well as those on the use of infrastructure;
 - the local conditions and the relevant line;
 - the local working conditions;
 - the specific domestic and international regulations.

Art.23. Performance of the RU' s Activity in CFR' s subunits

- 23.1.** The RU shall specify in Annex No. 2 the subunits held by CFR in which it is to carry out the activities specific to its business field.
- 23.2.** The activities to be carried out in CFR's subunits opened to the RU's traffic shall be performed in accordance with the Convention on work health and safety, and the Convention on handling emergency situations concluded between the Parties.
- 23.3.** CFR may supply the optional commercial services set down in Annex No. 9.

Art.24. Rolling Stock

- 24.1.** For supplying the specific services, the RU shall use only rolling stock complying with the specific domestic and international regulations in force, as the case may be.
The compliance with these conditions shall be verified by the RU in accordance with its business purpose.
- 24.2.** For ensuring the traffic and transport safety, when the relevant rolling stock is held by other agents, but is hauled by it, the RU shall act as if it were its own rolling stock.
- 24.3.** The RU shall perform, against payment, the inspections set down in the regulations for the rolling stock held by CFR or the agents carrying out works on behalf of CFR.

Art.25. Reserved

CFR

Art.26. Operation Documents

- 26.1.** CFR shall make available to the RU an overview of the assembly of public railway infrastructure lines, in accordance with the safety certificates. This overview shall be regularly updated by CFR, and sent to the RU.
- 26.2.** CFR shall make available to the RU a copy of the documents including this information, the timetable documents (rail service books), and all their updates. The documents to be made available to the RU shall be specified in Annex No. 12.
- 26.3.** CFR shall state that, until the conclusion date of the Contract, it has neither required any amendment nor opened any procedure for cancelling the public documents or the setting-up legislation.

Art.27. Operation Prescriptions

- 27.1. CFR's own specific regulations, and the own or common conventions shall be in accordance with the law in force on using the public and private railway infrastructure applicable to all the relations between CFR and the RU for achieving the business purpose of each Party.
- 27.2. The regulations on the access to and the use of the railway infrastructure which are necessary and binding for CFR and the RU shall be set down in CFR's safety authorisation, respectively in the RU's single safety certificate.
- 27.3. The modality of working on and of the access to the CFR infrastructure in and through the border stations shall be specified in all the conventions and minutes concluded by the border commissions.

Art.28. Railway Infrastructure

- 28.1. CFR shall ensure the functioning of the railway infrastructure, and shall manage the traffic safety and operation systems and installations by complying with the conditions set down in the Government Decision no. 581/1998, and in the CFR Performance Contract.
- 28.2. If the RU requires higher railway infrastructure quality standards as compared to this Contract, and those set down in the CFR Performance Contract, there shall be concluded addenda to this Contract.
- 28.3. CFR shall annually update the list of traffic sections classified per classes if the classification of some sections does not correspond any more due to a modification of their technical characteristics, and shall include it in the next CFR Performance Contract or in the Addendum, as necessary.
- 28.4. CFR, according to the business purpose, shall ensure the maintenance of the railway infrastructure at the parameters corresponding to the classification of traffic sections.

CHAPTER V - GUARANTEE

Art.29. Guarantee Setting-Up

- 29.1. In order to guarantee the fulfilment of all its obligations hereunder, the RU shall set up, upon CFR's request, within 60 calendar days from signing this Contract, an irrevocable financial guarantee to be set up in one of the following forms:
- a) guarantee bank deposit at CFR's disposal;
 - b) advance payments to an account indicated by CFR;
 - c) letter of bank guarantee issued by a banking financial institution which is legally registered and authorized in Romania, and which is not undergoing insolvency, specifying that the letter can be unconditionally executed by CFR at its first request and without any other formality;
 - d) an insurance policy concluded with an insurer which is legally registered and authorized in Romania, and which is not undergoing insolvency, specifying that the policy can be unconditionally executed by CFR at its first request and without any other formality;
 - e) promissory note endorsed by the bank – registered in the National Registry of Movable Property, whereas the costs shall be borne by the RU.
- 29.2. In accordance with the provisions of the Regulation (EU) 2015/10 on criteria for applicants for infrastructure capacity, CFR shall require the guarantee if the credit rating of the RU is below the rating limit established by CFR, and published in the CFR Network Statement. The credit rating assessment services of the RU shall be purchased by CFR.

- 29.3. The guarantee instrument set down in Art. 29.1(a) to (e) shall be set up in favour of CFR at a bank or insurer, which is not undergoing bankruptcy, reorganization or liquidation.
- 29.4. The guarantee shall be set up in RON, shall cover the equivalent value of the IAC for two traffic months at an average level of train-kms estimated by the RU (for new RUs) or on the basis of the previous traffic data (for existing RUs), and shall be valid during the validity period of this Contract, plus two calendar months. When the RU records debits arising from the performance of this Contract, the RU shall extend the validity of the guarantee until the full payment of the debits.
- 29.5. If there is an increase in the average monthly traffic volume for three successive months, as compared to the guaranteed volume, upon CFR's written request, the RU shall supplement the guarantee according to the progress of the traffic volume. If there is a decrease in the average monthly traffic volume for three successive months, as compared to the guaranteed volume, upon the RU's written request, CFR shall approve the updating of the guarantee set up by the RU according to the progress of the traffic volume. The modality of calculating the supplemented/updated guarantee shall be similar to that specified at Art. 29.4 where the estimated average level of train-kms shall be the average monthly traffic volume indicated above.
- 29.6. If this Contract is extended for a new period of time by means of an addendum, the RU shall correspondingly extend the validity of the guarantee.
- 29.7. In case of a significant traffic volume exceeding 50 000 train-kms per month, the Parties may accept, by means of separate conventions, the setting-up of larger guarantees covering the equivalent value of the IAC for more than two traffic months, by correspondingly modifying the periods of time set down at Art. 5.2 and Art. 30.1 (without suspending the access to the railway infrastructure), and the guarantee enforcement period.

Art.30. Enforcement of Guarantee

- 30.1. If the RU does not pay the equivalent value of the due invoices within 30 calendar days from the due date, CFR may enforce the guarantee within the limits of the owed amounts, without any prior notice to the RU.
- 30.2. In case of the partial or total enforcement of the guarantee, the RU shall supplement the guarantee up to the initial value. Until the guarantee has been fully supplemented, CFR may maintain the suspension of the access or, where appropriate, suspend the access to the railway infrastructure.

CHAPTER VI - CONTRACT TERMINATION AND CANCELLATION

Art.31. Contract Termination

31.1 The Contract shall be terminated by operation of law, without any intervention of a court or other jurisdictional body, in the following cases:

- a) upon the expiry of the period for which it was concluded, if it has not been extended by means of an addendum in accordance with the law;
- b) in case of force majeure/unforeseeable circumstances claimed and established in accordance with the law.

31.2 The Contract may also be terminated upon the wilful agreement of the Parties.

31.3 The Party claiming the termination of the Contract shall notify in writing the other Party about the cause of termination at least 30 days before the date at which the termination is to produce its effects.

Art.32. Contract Cancellation

- 32.1.** The Contract shall be cancelled by operation of law, without any intervention of a court or other jurisdictional body, in the following cases:
- 32.1.1.** the RU does not hold any more a valid license or safety certificate or CFR does not hold any more the concession of the public railway infrastructure in accordance with the law;
 - 32.1.2.** the RU has partially or fully transmitted/transferred its rights and obligations hereunder in favour of a Third Party or another RU, without the prior approval of CFR;
 - 32.1.3.** one of the Parties cannot fulfil its obligations hereunder;
 - 32.1.4.** the RU has not used, for 6 successive months, at least 10% of the train paths allocated to it;
 - 32.1.5.** the RU has not set-up, supplemented or updated the guarantee in accordance with Chapter 5.
- 32.2.** The Party which faultily caused the cancellation of this Contract shall be liable to the other Party for the damages resulting from it.
- 32.3.** The Party claiming the cancellation of the Contract shall notify the other Party at least 15 days before the date at which the cancellation is to produce its effects. The notice of cancellation shall contain the legal grounds for cancellation, the breached legal and/or contractual provisions, the claims, the clauses related to the obligations already due and not fulfilled, being signed by the legal representative of the Party issuing the relevant Notice.
- 32.4.** The cancellation or termination of the Contract shall not exempt the Parties from fulfilling their financial obligations already due between the Parties for the period of time in which the Contract was performed.
- 32.5.** The provisions of this article shall not relieve the liability of the Party which faultily caused the cancellation of the Contract.
- 32.6.** The intention to cancel the Contract may be registered in a finding report which shall be concluded by the Parties before the transmission of the notice set down at Art. 32.3, and shall also include provisions regarding the obligations already due and not fulfilled.
- 32.7.** Commencing with the conclusion date of the finding report, the Parties shall agree with the definitive withdrawal of the RU's right of access to the railway infrastructure. The conclusion of the finding report shall not exempt the Party intending to cancel the Contract from complying with its obligation of sending to the other Party the cancellation notice set down at Art. 32.3.

CHAPTER VII - FINAL PROVISIONS

Art.33. Communications

- 33.1.** The Contracting Parties shall agree that any notice sent by one Party to the other is validly sent if it is sent to the address/registered office set down in the introductory part hereof.
- 33.2.** Any communication between the Parties with regard to the performance hereof shall be made in writing.
- 33.3.** Any written document shall be recorded both upon its transmission, and upon its receipt.
- 33.4.** If the notice is sent by post, it shall be sent by registered letter with acknowledgment of receipt (AR), and shall be considered received by the addressee at the date mentioned on the acknowledgment of receipt.
- 33.5.** The communications between the Parties may also be performed by phone, facsimile or e-mail if the receipt of the communication is confirmed in writing.
- 33.6.** If the notice is sent by telex or telefax, it shall be considered received on the first working day after the day on which it was sent.
- 33.7.** The verbal notices shall be taken into consideration by neither of the Parties if they are not acknowledged through one of the modalities set down in the preceding paragraphs.

Art.34. Confidential Nature of the Contract

CFR and the RU shall keep confidential the received information and documents related to the use of the railway infrastructure.

34.1. In the absence of the written approval of the other Party, a Party shall not:

- a) make known any provision hereof to a Third Party, except to those involved in the performance hereof, and to the competent authorities;
- b) use the information and documents obtained or made available during the performance duration hereof for any other purpose than that related to the fulfilment of its obligations hereunder.

The disclosure of any information to those involved in the performance hereof shall be confidential, and shall refer only to those pieces of information which are necessary for the performance hereof.

34.2. A Contracting Party shall be relieved of its liability for the disclosure of information regarding the Contract if:

- a) the Contracting Party knew the information before receiving it from the other Contracting Party; or
- b) the information was disclosed after receiving the written approval of the other Contracting Party with regard to such disclosure; or
- c) the Contracting Party was legally forced to disclose the information.

Art.35. Transmission and Transformation of the Obligations

The RU shall not partially or fully transmit/transfer the rights and obligations hereunder in favour of a Third Party or another RU.

Art.36. Force Majeure/Unforeseeable circumstance

36.1. Neither of the Parties hereto shall be liable for the complete or partial failure to fulfil in due time and/or adequately any of its obligations hereunder, if the non-fulfilment of such obligation was caused by force majeure/Unforeseeable Circumstances, the consequences of which cannot be removed by the invoking Party.

36.2. The Party invoking the force majeure case shall inform the other Party about its occurrence within 72 hours and in a complete way, and shall take all the available measures in order to limit the consequences of the relevant force majeure case.

36.3. If the force majeure case lasts or is estimated to last more than 30 days, any Party may notify the other Party about the termination of this Contract by operation of law, but no Party may claim damages from the other Party.

Art.37. Amendments, Supplements

The amendments and supplements to this Contract shall be performed only by means of addenda which shall be an integral part hereof.

Art.38. Applicable Law

The law governing this Contract shall be the Romanian law. This contract shall be supplemented by the provisions of the Civil Code and other relevant regulations.

Art.39. Disputes

39.1. Any possible dispute between the Parties shall be amicably settled, if possible.

39.2. Before opening any procedure for the settlement of the occurred disputes, CFR and the RU shall have the right to send notices with regard to the non-compliance with the contract provisions.

39.3. The amicable settlement to be expressly accepted in writing by both Parties shall be recorded in a document to be an integral part hereof.

39.4. If the summoned Party does not appear within 10 days from the date specified in the request for amicable settlement, it shall be deemed that it tacitly acknowledges the opinion of the other Party communicated by means of the summons for the meeting with regard to the amicable settlement.

39.5. If the amiable settlement is not possible, any dispute arising out of or in connection with this Contract, including its conclusion, performance or cancellation, shall be settled by the courts of common law having jurisdiction for the place where the registered office of CFR is situated

Art.40. Language Governing the Contract

40.1. The language governing the Contract shall be Romanian. The working language between CFR and the RU shall be Romanian. The international documents shall be submitted after having been translated into Romanian.

40.2. The language used in the border stations shall be mentioned in all the conventions and minutes of the border commissions.

Art.41. Processing of Personal Data

The provisions regarding the processing of personal data in accordance with Regulation 2016/679 of the European Parliament and of the Council *on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* are presented in Annex No. 13 – Personal Data Processing Agreement which is an integral part hereof.

Art.42. Annexes to the Contract

The Contract shall have 18 annexes which are an integral part hereof, namely:

- Annex No. 1 – Services to be Supplied by the RU;
- Annex No. 2 – CFR Subunits Performing Operation Activities, the RU's Commercial Activities, and CFR's Activities on behalf of the RU;
- Annex No. 3 – Minimum Access Package;
- Annex No. 4 – Access, including Track Access to Service Facilities and Supply of Services within these Facilities;
- Annex No. 5 – Additional Services to be Supplied by CFR;
- Annex No. 6 – Ancillary Services to be Supplied by CFR under Separate Contracts/Conventions;
- Annex No. 7 – The RU's Transport Licence;
- Annex No. 8 – The RU's Safety Certificate;
- Annex No. 9 – List of Optional Commercial Services to be Supplied by CFR;
- Annex No. 10 – List of the Regulations Made Available to CFR by the RU, which are Necessary for Supplying the Optional Commercial Services;
- Annex No. 11 – Verification Modality;
- Annex No. 12 – Documentations to be Made Available to the RU by CFR;
- Annex No. 13 – Agreement to the Processing of Personal Data;
- Annex No. 14 – List of the Documentations and Regulations in Force Applicable to the Public Railway Infrastructure to be Made Available to CFR by the RU;

- Annex No. 15 – Train Paths Allocated to the RU;
- Annex No. 16 – The Train Traffic Performance Regime on the CFR Network;
- Annex No. 17 – Basic Charging Elements for IAC Calculation;
- Annex No. 18 – Charges for the Services Supplied by CFR to the RU.

Art.43. Place and Date of Contract Conclusion

The Contract was concluded in Bucharest, today, in two original copies having the same legal effect, containing 19 pages (annexes excluded), one copy for CFR and one copy for the RU.

On behalf of

Compania Națională de Căi Ferate „CFR” SA**On behalf of**

.....

Director General

.....

Director General

.....

ANNEX 1: Services to be supplied by thr RU

1. Supply of the service of railway transport of freight and other goods in the domestic and international traffic;
2. Supply of the service of railway transport of passengers;
3. Management, organisation, planning and control of the railway transport activity it carries out;
4. Services of rental of transportation means;
5. Guarding and order services for its own activities in its business purpose;
6. Development of prescriptions, technologies and norms specific to its own activity.

ANNEX 2: CFR subunit performing operation activities, the RU's commercial activities and CFR's activities on behalf of the RU

- All the stations and movement halts on the traffic sections/routes listed in the annex with routes to the Safety Certificate;
 - The masters of the stations (the Traffic Divisions where the activity is performed) listed in the annex with routes to the Safety Certificate shall make available the technical operation plans (TOPs) to the RU. The RU's representative shall confirm by signing that he holds a copy of the TOP, with a view to instructing the own personnel;
 - The RU shall comply with all the provisions of the TOPs regarding the specific railway transport activity in stations.

ANNEX 3: Minimum acces package

It shall include the services to be supplied by CFR for the:

- a) Handling of the requests for railway infrastructure capacity;
- b) Right to use the allocated infrastructure capacity;
- c) Use of the railway infrastructure, including of the switches and junctions;
- d) Management of the railway traffic, including the signalling, regulating, and dispatching activity, as well as the transmission and the supply of information on the train traffic;
- e) Use of the electrical supply equipment for the traction current, if available (without the electrical power supply);
- f) Any other information necessary for enforcing or operating the service for which the infrastructure capacity was allocated.

ANNEX 4: Acces, including track access to service facilities and supply of services

It shall include the services to be supplied by CFR for the access to the following facilities and the supply of services within these facilities (e.g.: stabling of wagons and rolling stock, shunting of railway vehicles, access of shunting convoys to/from CFR's railway infrastructure, commercial stops of passenger trains, etc.):

- a) Passenger stations, their buildings and other systems, including the display of travel information and the appropriate location for the ticketing services;
- b) Freight terminals;
- c) Marshalling yards and train formation facilities, including shunting facilities;
- d) Parking lines;
- e) Maintenance facilities;
- f) Other technical facilities, including cleaning and washing facilities;
- g) Sea port and inland facilities related to the railway activities;
- h) Intervention facilities;
- i) Refuelling facilities.

ANNEX 5: Additional services to be supplied by CFR

It shall include the following services to be supplied by CFR:

- a) Traction power (traction electricity) based on the specific contracts concluded between the RU and SC "Electrificare CFR" SA, the specialized branch of CFR;
This contract is concluded even if the RU does not own electric traction motor rolling stock - for the cases of using electric locomotives belonging to other RUs such as auxiliary locomotives, leased locomotives, pusher locomotives, successive RUs, for hauling trains on the running distances of border with electrified lines. etc.)
- b) Pre-heating of the passenger trains;
- c) The specific support (scheduling, traffic endorsements, agreements or approvals, transport management, additional infrastructure works, etc.) for:
 - the control of transport of dangerous goods;
 - the operation of special trains (including transports of dangerous goods or out-of-loading gauge transports).

ANNEX 6: Ancillary services to be supplied by CFR under separate contracts/conventions

- Supply of additional information based on separate conventions concluded with „Informatica Feroviară” SA, specialised branch of CFR;
- Ticketing services to be supplied by the CFR personnel in the passenger stations (depending on CFR's availability);
- Other services established by mutual agreement.



ANNEX 7: The RU's transport licence



ANNEX 8: The RU's safety certificate

ANNEX 9: List of optional commercial services to be supplied by the CFR

1. Rental or use of land, premises or rooms belonging to CFR (based on separate conventions, if necessary);
2. Check of the accompanying personnel in the agreed stations (based on separate conventions, if necessary);
3. Preparation of train paths for especially ordered trains and for occasional trains;
4. Performance of experiments for increasing the tonnages to be hauled or modifying the hauling modality;
5. Interruption of the suspension of the movement activity;
6. Other services agreed by the Parties.

ANNEX 10: List of the regulations made available to CFR by the RU, which are necessary for supplying the optional commercial services

The provisions of the "Railway Transport Regulation", as well as the existing regulations and instructions shall apply to the commercial services to be supplied by CFR.

ANNEX 11: Verification modality

In principle, CFR has confidence in the current operations and inspections performed by the RU in advance, in accordance with its business purpose, and the law in force.

The control has a preventive nature determined by the necessity to ensure the optimum reliability of the railway infrastructure operation with the aim to prevent railway incidents/accidents, and to ensure the railway traffic safety on the CFR infrastructure.

The aim of CFR's verification is the compliance with the railway infrastructure operation and use prescriptions.

CFR is also entitled to check the condition of the rolling stock, and the RU's personnel who has access to the railway infrastructure.

The negative or unclear aspects identified by the control bodies of CFR shall be notified to the RU which shall immediately take remedy measures, whereas, if these can affect the traffic safety, CFR may restrict or even suspend the access to the railway infrastructure and its use until the situation has been remedied.

The list of the positions of CFR's personnel who has access to the driving cabin of the RU's traction rolling stock, shall be communicated by CFR.

ANNEX 12: Documentations to be made available to the RU by CFR

- the technical characteristics of the interoperable and non-rented non-interoperable public railway infrastructure lines;

- the rail service books (location of the sectioning points and of other units (H, PFH, PH, PHw/oT), journey times, length of the trains, and the maximum admitted tonnages of trains, other speed limitations).

CFR and the RU shall cooperate as regards the introduction of the Register of Infrastructure in the CFR Network Statement after it has been completed. CFR shall make available to the RU the modality of accessing the RINF database.

ANNEX 13: AGREEMENT TO THE PROCESSING OF PERSONAL DATA

Having regard:

a) to Regulation (EU) 2016/679 ("GDPR") of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC of the European Parliament and of the European Union Council (hereinafter called "GDPR") which became applicable starting on May 25, 2018;

b) that the Parties want to ensure each other that they carry out their activity in accordance with the GDPR;

c) that each Party, for the performance of the Contract, makes available to the other Party Personal Data subject to the provisions of the GDPR, whereas each Party holds the capacity of Personal Data Controller as regard the Personal Data to be processed under the Contract.

The Parties have agreed to supplement the Contract as follows:

1. The following terms used in this Agreement shall be defined as follows:
 - a. **"NSAPPD"** means the National Supervisory Authority for the Processing of Personal Data, as an autonomous central public authority with general competence in the field of personal data protection;
 - b. **"Personal Data"** mean any information relating to a directly or indirectly identified or identifiable natural person such as a name, an identification number, location data, an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
 - c. **"Data Subject"** - all natural persons whose personal data are processed;
 - d. **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
 - e. **"Personal Data Controller"** means the natural or legal person, under the private or public law, including public authorities, institutions and their territorial structures, which determine the purpose and means of the processing of Personal Data;
2. The Parties shall understand and accept the fact that for the fulfilment of the obligations under the Contract it is necessary to disclose and process some Personal Data, such as name, surname, e-mail address, landline/mobile phone number, signature, position (called "Personal Data" in this Contract).
3. Each Party shall authorise and, respectively, guarantee to the other Party that it processes the Personal Data exclusively for the performance of the Contract.
4. With the exception of the legal obligations, those related to relationships with the authorities, the contract obligations, respectively the rights of each Party, the exercise of its own rights, the possibility to actually carry out its activity/operate, the Personal Data disclosed by CFR hereunder may not be used and/or processed by the RU for any other purpose (e.g.: marketing, etc.) than for fulfilling the provisions of the Contract.
5. Each Party shall ensure and guarantee to the other Party that the disclosed Personal Data has been legally obtained by its agent/agents (employees, directors, collaborators).

6. Each Party shall individually comply with all the legal and contract provisions regarding the obligation to inform the Data Subjects whose Personal Data are processed by it hereunder on: the identity and contact details of the Personal Data Operator, of the data protection officer, the purposes for which the Personal Data are processed, the legal basis of the processing, the legitimate interests pursued by the Personal Data Controller, the rights of the Data Subject, the storage period of the Personal Data, as well as the recipients of the Personal Data or, if applicable, the Personal Data Controller's intention to transfer the data to a third country. The Data Subjects whose data are processed for the purpose of performing the Contract shall be the employees of the Parties, their legal representatives and their contact persons.
7. Each Party shall guarantee to the other Party, and commit itself to the latter to respect the full confidentiality of the Personal Data communicated to it, for an unlimited period of time, and to comply, without interruption, for the entire duration of the processing, with the requirements of its legality set down in the GDPR and all the other applicable normative acts, the principles set down in the GDPR, including the principle of minimal and time-limited processing of Personal Data.
8. Each Party shall be individually responsible for the Personal Data it processes for the performance of the Contract.
9. Each Party shall be responsible for ensuring the security of Personal Data. In this regard, taking into account the state of technical development, the implementation costs, the volume, the circumstances and the purposes of the processing, as well as the different probability of occurrence and the seriousness of the risk with regard to the rights and freedoms of the affected persons, each Party shall implement technical and organizational measures suitable to ensure a level of protection commensurate with the risk, throughout the period of Personal Data Processing.
10. Each Party shall inform, as soon as possible, the Party that communicated the Personal Data to it with regard to any security incidents, respectively to any measures of the NSAPPD regarding the Personal Data.
11. Each Party shall cooperate in good faith with the other Party, with the Data Subject and with the NSAPPD in order to fulfil all the obligations imposed by the GDPR, within a reasonable period, in accordance with the provisions of the GDPR, as follows:
 - a. regarding the settlement of the rights of the Data Subjects, the response period shall be at most one month from the receipt of the request. This period can be extended by two months when necessary, taking into account the number and complexity of the requests;
 - b. regarding the reporting of breaches of personal data security, the NSAPPD shall be notified within 72 hours from the date on which it became aware of the incident.
12. In the event of an incident regarding the infringement of the security of the Personal Data processed hereunder, each Party shall be individually responsible for solving and reporting the incident to the NSAPPD, respectively to the Data Subjects.
13. Each Party shall keep the Personal Data mentioned at para 3 for the period of time necessary for the processing purpose agreed hereunder. After the end of the Contract, the Personal Data may be kept for a reasonable period of time, in accordance with the legal requirements set down by the national legislation (e.g.: the Law on archiving, the Law No. 16/1996 on the National Archives, republished, the Law No. 82/1991 on accounting, republished).
14. The Parties shall understand and accept the fact that each Party shall have the capacity of controller with regard to the Personal Data received from the other Party, and that any non-compliance with the obligations of one of the Parties hereunder, respectively in accordance with the GDPR, may engage the contractual

liability hereunder, and can make the faulty Party directly responsible to the Data Subject, respectively to the Party in good faith.

15. Throughout the duration of the contract relationships arising from the Contract from the date this Agreement produces effects, the Parties shall comply with the provisions of the GDPR, as well as with any other normative acts at European and/or national level in force in this field.

ANNEX 14: List of the documentations and regulations in force applicable to the public railway infrastructure to be made available to CFR by the RU

Wagon display;

Brake note;

Railroad map

Notices regarding the rolling stock traffic conditions;

The hauling and braking regulation (006)

Instructions on giving-over/taking-over wagons and on remedying wagon defects and damages (no. 271).

Work protection norms

Instructions on filling in the form „Railroad map”;

Regulations on the duration of the maximum admitted service per locomotive;

Instructions on the activity of the locomotive personnel in the railway transport (no. 201)

Instructions on the technical inspection and maintenance of the wagons in operation (no. 250)

Transport Regulation;

Agreements and/or conventions concluded with the railway undertakings in the neighbouring countries;

Other specific regulations.

These regulations shall be freely made available to CFR, in electronic format if available.

These regulations shall be freely made available to CFR, in electronic format if available.

ANNEX 15: Train path allocated to the RU

The RAIL SERVICE BOOK with the timetable for the RU valid for the validity period of this Contract.

ANNEX 16: The train traffic performance regime on the CFR Network

CHAPTER I

Purpose and Scope

Art. 1. - (1) The introduction of the Train Traffic Performance Regime on the CFR Network aims at increasing the quality of the railway services, and satisfying the final beneficiaries of the freight and passenger railway transport.

(2) The objective of the Train Traffic Performance Regime on the CFR Network is to define the process of ensuring an adequate response of the railway system to the deviations from the timetable on the CFR network, to close the quality circle by ensuring a documented process of taking the necessary corrective measures in case of deviations from the timetable on the CFR network.

(3) The provisions of these regulations shall apply to the passenger and freight trains detailed below, which run on the Romanian public railway network, hereinafter referred to as the "CFR network". There shall not be included in the CFR network the railway infrastructure connecting the state border stations on the CFR network to the state border stations on the railway networks of Romania's neighbouring countries, to which there shall apply the provisions of the cross-border agreements and conventions concluded by CFR with the railway infrastructure managers of the neighbouring states.

The provisions of these regulations shall not apply to the light locomotives (a locomotive running between two points on the CFR network) operatively ensuring the means for hauling the scheduled trains.

(4) The following categories of trains shall be subject to these regulations on train delays:

a) for the passenger railway undertakings: the trains operated by them, with the traffic approved by means of the daily traffic schedule, which have deviations of more than 20 minutes from the timetable in the stations where the timetable sets down stops;

b) for the freight railway undertakings: the trains operated by them, with the traffic approved by means of the daily traffic schedule, arriving at the destination station (respectively the exit border station on the CFR network) with more than 60 minutes of delay as to the arrival time in accordance with the approved train path.

CHAPTER II

Definitions

Art. 2. - (1) *The CFR network*: the total Romanian public railway infrastructure (both the interoperable and the non-interoperable lines), except for the railway lines connecting Romania's state borders to the state border stations of the neighbouring states.

(2) *Infrastructure manager*: the infrastructure manager is Compania Națională de Căi Ferate "CFR" S.A. (as an interoperable public infrastructure manager and a traffic capacity allocation body, in accordance with the law).

(3) *IAC*: the public railway infrastructure access charge, calculated in accordance with the legal provisions and the regulations in force.

(4) Deviations from the timetable: the mathematical difference between the time of arrival, departure or passing-by planned in the timetable for the relevant train through a point on the railway network where traffic punctuality is measured and the actual time of arrival, departure or passing-by of the train through the relevant point. The deviations shall be measured in minutes and can be:

- a) delays, when they have the algebraic sign "+";
- b) earlier arrivals, when they have the algebraic sign "-"

CHAPTER III

Principles of the Train Traffic Performance Regime

Art. 3. – (1) The Train Traffic Performance Regime shall include:

(a) the punctuality of the train traffic carried out on the basis of the calculation of the differences between the traffic hours set down in the train paths arranged to be used in the timetable and the actual traffic hours of the relevant trains;

(b) the stability of the timetable, by analysing the differences between the daily traffic schedule and their actual traffic;

(c) the commercial speed of the trains running on the CFR network;

(d) other quality parameters related to the train traffic.

(2) The Train Traffic Performance Regime shall equally and non-discriminatory apply to all the railway undertakings and CFR. The general requirements of the Train Traffic Performance Regime shall be: simplicity, transparency, accountability, economic efficiency, use of measurable data so as not to lead to excessive and burdensome legal, administrative and financial effects both for the railway undertakings and for CFR.

(3) The flexibility in the railway transport shall be an important factor due to the competition with the other transport systems. The Train Traffic Performance Regime shall be defined by also taking into account the achievement of this purpose.

(4) All the parties involved in the railway transport process shall have an obligation to act in accordance with their competencies and tasks in order to reduce train delays.

CHAPTER IV

Modality of Applying the Train Traffic Performance Regime

Art. 4. – (1) The punctuality of the train traffic shall be the main quality indicator of the Train Traffic Performance Regime. The criterion on the basis of which a train is registered in the Train Traffic Performance Regime shall be the deviation from the timetable in accordance with the provisions of Art. 1(4).

(2) The trains delays shall be coded in accordance with the provisions of Chapter X. The coding of the delays shall enable the differentiation of the participant in the transport process which has generated the train delays. The subject of these regulations shall be:

a) the delays generated by CFR or by third parties in contractual relationships with CFR, which carry out one of its tasks;

b) the delays generated by the railway undertakings or by third parties in contractual relationships with these, which carry out one of the tasks of the railway undertakings;

(c) the delays generated by force majeure, by the state authorities or by third parties not having contractual relationships with one of the above-mentioned parties shall not be subject to these regulations. Moreover, the following delays shall not be subject to these regulations:

- the delays generated by waiting for the movement service to be resumed on the sections where the movement activity is suspended;

- the delays generated by accidental line closures;

- the delays generated by the impossibility of receiving the freight trains in the stations serving the seaports, due to causes related to the port operators.

The deviations from the agreed timetable due to line closures, speed restrictions and disturbances of the signalling, interlocking and block systems shall be established by CFR in accordance with the "Train Traffic Performance Regime on the CFR network".

On the congested capacity sections declared as such by CFR in accordance with the legal provisions, the causes of the delays shall be analysed by taking into account the reduced traffic capacity and the frequency of the delays due to the lack of reserve capacity (which alleviates the traffic disturbances and reduces the train delays). For the freight trains, the analysis of the delays directly caused by the traffic on the congested capacity sections shall not be subject to the Train Traffic Performance Regime.

Art. 5. CFR, as the infrastructure manager, shall register the train delays on the whole CFR network in accordance with the legal provisions in force. The railway undertakings shall have access to the information recorded on the delays of the trains operated by each of them. The access shall be granted by means of the IT applications dedicated to the railway traffic (ATLAS or other similar applications managed by CFR).

Art. 6. The railway undertakings (RUs) shall validate the coding of the delays of their own trains which is made by CFR with the help of the specific IT applications. The validation shall be performed for the delays classified as generated by the railway undertaking (coding as Class 5 or 6). When the railway undertakings do not agree with the classification established by CFR, they shall propose another classification by justifying that classification with the help of explanations. The trains for which the railway undertakings have requested another classification shall be subject to the periodic analysis set out in Chapter V.

CHAPTER V

Periodic Analysis of the Train Delay Records

Art. 7. CFR and the railway undertakings shall monthly analyse the data relating to the train delays of the previous period. In a documented manner, the recorded data relating to the train delays during the period under analysis may be modified if the parties so agree. The absence of one of the Parties at the time and place mutually agreed for the performance of the analysis shall mean that the relevant Party accepts the recorded data relating to the train delays of the previous period as they are recorded.

Art. 8. The penalty for one minute of delay shall be RON 0.2/minute. The maximum monthly value of the penalty owed by one of the Parties may not exceed 1% of the total value of the IAC to be paid by the relevant

railway undertaking for the relevant month. This limit of 1% of the IAC value shall be used in the relationship between CFR and a railway undertaking.

Art. 9. The details of the modality of calculating and registering the train delays shall be set down in Chapter XI.

CHAPTER VI

The Payment Obligations Resulting from the Request for Scheduling the Train Traffic Depending on the Time of Scheduling the Train Traffic

Art. 10. – (1) The aim of this provision is to motivate the railway undertakings to request train paths for additional trains as to the annual timetable (when the existing train paths in the annual timetable do not satisfy the requirements of the railway undertakings) as soon as possible, thus facilitating the best use of the traffic capacity, and of the other resources used in the railway transport process, taking into account the train paths already allocated to other railway undertakings, as well as the unavailability of the railway infrastructure due to the maintenance process.

(2) These payment obligations shall be invoiced separately from the penalties for train delays, but they shall be a part of the Train Traffic Performance Regime.

Art. 11. If the traffic of a train is scheduled at the latest upon preparing the daily traffic schedule, then, for the scheduling of the relevant train, the railway undertaking shall not bear any additional payment as to the IAC for the relevant train.

Art. 12 If the traffic of a train is scheduled after the completion of the preparation of the daily traffic schedule, the Party responsible for the cause of the relevant request - the railway undertaking or CFR, depending on the coding of the cause of the request for scheduling the train traffic) shall pay a penalty equal to 0.5% of the IAC value for the train that ran on the relevant train path.

Art. 13. The maximum monthly value of the penalties owed by one of the Parties may not exceed 0.5% of the IAC value for the relevant month. This limit of 0.5% of the IAC value shall be used in the relationship between CFR and a railway undertaking (RU).

Art. 14. In cases of force majeure, the trains that were scheduled after the completion of the preparation of the daily traffic schedule, with the coding of the cause of the request for scheduling the train traffic, shall not be subject to these regulations, and shall not generate payment obligations to any Party.

At the time of scheduling the traffic of additional trains as to the daily schedule on train paths that include sections with congested capacity, the RU shall register the train traffic cause in accordance with the user manual of the specific IT applications. CFR may change the classification of the cause only in well-justified cases. If the RU does not agree with the change in the classification of the cause as operated by CFR, it shall require the detailed analysis, and the conciliation at the dedicated meetings that take place after the end of the relevant month.

Art. 15. The details of the modality of calculating and registering the payment obligations resulting from the request for scheduling the train traffic, depending on the period of time from the moment when the scheduling request is sent and until the time requested for the departure of the train from the first station on the requested train path shall be set down in Chapter XII.

CHAPTER VII

Payment Obligations Resulting from the Non-Use of the Traffic Capacity (the Non-Use of the Arranged Train Path), Depending on the Time of the Request for the Non-Use of the Traffic Capacity (the Time of the Communication of the Cancellation of the Train Traffic).

Art. 16. In case of the non-use of the traffic capacity, respectively of the cancellation of a scheduled train, the Party responsible for this shall pay a penalty for cancelling the train traffic.

Art. 17. If a train cannot run on the allocated train path, the responsible Party shall send the request for the non-use of the scheduled train path, respectively shall announce the cancellation of the relevant train traffic on the scheduled train path. As far as possible, this request shall be sent, respectively this announcement shall be made as soon as possible before the scheduled departure time of the train from the first station on the requested train path.

Art. 18. If the request for the non-use of the scheduled train path, respectively the cancellation of the train traffic on the scheduled train path is submitted at the latest upon preparing the daily traffic schedule, then the railway undertaking shall not bear any additional payment.

Art. 19. If the request for the non-use of the scheduled train path, respectively the cancellation of the train traffic on the scheduled train path is submitted after the completion of the preparation of the daily traffic schedule, then the Party responsible for the cause of the relevant request, the railway undertaking or CFR (depending on the coding related to the cause of the non-use of the train path, respectively the cancellation of the train traffic) shall pay a penalty equal to 0.1% of the IAC value for a train with minimum tonnage that would have run on the relevant train path.

Art. 20. The maximum monthly value of the penalties owed by one Party may not exceed 0.5% of the IAC value for the relevant month. This limit of 0.5% of the IAC value shall be used in the relationship between CFR and the railway undertaking (RU).

Art. 21. In cases of force majeure, the requests for the non-use of a train path, respectively the cancellation of the traffic of a scheduled train submitted after the completion of the preparation of the daily traffic schedule, with the coding of the cause of the non-use of a train path, respectively the cancellation of the traffic of a train, shall not be subject to these regulations, and shall not generate payment obligations to any Party.

Art. 22. The details of the modality of calculating and registering the payment obligations resulting from the non-use of the train paths, respectively the cancellation of the traffic of some scheduled trains, depending on the time of the request for the non-use of the traffic capacity (the time of the communication of the cancellation of the train traffic) shall be set down in Chapter XIII of these regulations.

CHAPTER VIII

Border Points of the Railway Network

Art. 23. At the state borders with the neighbouring railway networks, under the Train Traffic Performance Regime, the delays with which the international trains enter the national railway network (respectively the delay as to the scheduled arrival time in the Romanian border station) shall be dealt with as delays with external

causes, regardless of whether the causes belong to CFR or the railway undertakings. Consequently, for these delays there shall be levied no penalties from any Party.

Art. 24. At the junction points between the CFR and the non-interoperable railway infrastructure managers or between the non-interoperable railway infrastructure managers, the procedure shall be the same as in Art. 24, whereas for CFR, respectively for each non-interoperable railway infrastructure manager, there shall be prepared records with each railway undertaking operating trains on the relevant network. Consequently, the delays with which the trains enter the junction point of the receiving internal network (respectively the delay as to the scheduled arrival time in the junction point on the receiving network) shall be dealt with as delays with external causes, regardless of whether the causes belong to the relevant infrastructure manager. The railway undertakings shall be responsible only if they operate the train on both networks, but only once, only on the dispatching network; for the receiving network they shall be considered delays with external causes.

CHAPTER IX

Conciliation of divergences

Art. 25. CFR shall be responsible for recording the data related to the Train Traffic Performance Regime. The railway undertakings shall have access to all the data related to their own activity area linked to the Train Traffic Performance Regime through the IT applications. Any divergence regarding the recorded data shall be amicably settled between the Parties within 10 days from the end of the month in which the train whose data are in dispute ran or was scheduled to run.

Art. 26. If, following the conciliation, one of the Parties considers to be wronged, it shall resort to the competent dispute settlement authority, in accordance with the law or as set down in the public railway infrastructure access contract.

CHAPTER X

Coding of Train Delays

Art. 27. – (1) The Train Traffic Performance Regime on the CFR network uses for classifying the delays occurred in the train traffic, classes and subclasses of delay provided for in point 2 c) from Annex VI of Law No. 202/2016".

(2) The detailed regulations as well as the exemplification of the classification of the delays in the above-mentioned codes shall be established by means of an internal procedure of CFR.

CHAPTER XI

Modality of Calculating and Registering the Train Delays

Art. 28. – (1) The volume of delay minutes generated by CFR for the trains subject to these regulations which are operated by a railway undertaking on the railway infrastructure managed by CFR during the analysed period

shall be recorded with the acronym Mai, and shall be expressed in minutes. There shall be totalized the value for a calendar month.

(2) The volume of delay minutes generated by a railway undertaking for the trains subject to these regulations which are operated by the railway undertaking, respectively on the railway infrastructure managed by CFR during the analysed period shall be recorded with the acronym Motf, and shall be expressed in minutes. There shall be totalized the value for a calendar month.

(3) There shall not be included in the calculation of the volume of delay minutes the additional trains as to the working timetables, which are scheduled for traffic after the completion of the daily traffic schedule (upon adjusting the daily schedule).

Art. 29. The result of the periodic analysis shall represent the difference between Mai and Motf, it shall be recorded with the acronym Dif, and shall be expressed in minutes. Dif shall be calculated in absolute value. The value of the delay minute shall be determined in accordance with the law or with an agreement between the Parties (if they establish a higher value than the legal one), and shall be expressed in RON per minute. The Party that generated a higher value (of Mai, respectively of Motf) shall pay to the other Party, based on an invoice, an amount of money equal to the product between Dif (determined as above) and the value of the delay minute.

Art. 30. The maximum monthly financial value of Dif in RON may not exceed 1% of the IAC value for the relevant month. This limit of 1% of the IAC value shall be used in the relationship between CFR and the railway undertaking.

Art. 31. The invoicing and payment of Dif shall be made in accordance with Art. 42.

CHAPTER XII

Modality of Calculating and Registering the Train Traffic Depending on the Time when Their Traffic is Scheduled

Art. 32. For the trains scheduled after the completion of the preparation of the daily traffic schedule due to the fault of CFR, the penalty shall be calculated by multiplying the IAC calculated for the relevant train by a coefficient of 0.5%, shall be recorded with the acronym Tsai, and shall be expressed in RON, rounded to 2 decimals. There shall be totalized the value for a calendar month.

Art. 33. For the trains scheduled after the completion of the preparation of the daily traffic schedule due to the fault of the railway undertaking, the penalty shall be calculated by multiplying the IAC calculated for relevant train by a coefficient of 0.1%, shall be recorded with the acronym Tsof, and shall be expressed in RON, rounded to 2 decimals. There shall be totalized the value for a calendar month.

Art. 34. The result of the periodic analysis shall represent the difference between Tsai and Tsof, shall be recorded with the acronym Dts, and shall be expressed in RON, rounded to 2 decimals. Dts shall be calculated in absolute value. The Party which generated a higher value (of Tsai, respectively of Tsof) shall pay to the other Party, based on an invoice, an amount of money equal to Dts.

Art. 35. The maximum monthly value of Dts may not exceed 0.5% of the IAC value for the relevant month. This limit of 0.5% of the IAC value shall be used in the relationship between CFR and the railway undertaking.

Art. 36. Dts shall be invoiced and paid in accordance with Art. 42.

CHAPTER XIII

Modality of Calculating and Registering the Non-Used Train Paths (for the Trains with Cancelled Traffic)

Art. 37. For the train paths the non-use (cancellation of the train traffic) of which occurred after the completion of the preparation of the daily traffic schedule due to the fault of CFR, the penalty shall be calculated by multiplying the IAC calculated to the minimum tonnage (61 tonnes) at the length of the relevant train path by the coefficient of 0.1%, shall be recorded with the acronym Tnai, and shall be expressed in RON, rounded to 2 decimals. There shall be totalized the value for a calendar month.

Art. 38. For the train paths the non-use (cancellation of the train traffic) of which occurred after the completion of the preparation of the daily traffic schedule due to the fault of the railway undertaking, the penalty shall be calculated by multiplying the IAC calculated to the minimum tonnage (61 tonnes) at the length of the relevant train path by the coefficient of 0.1%, shall be recorded with the acronym Tnotf, and shall be expressed in RON, rounded to 2 decimals. There shall be totalized the value for a calendar month.

Art. 39. The result of the periodic analysis shall represent the difference between Tnai and Tnotf, shall be recorded with the acronym Dtn, and shall be expressed in RON, rounded to 2 decimals. Dtn shall be calculated in absolute value. The Party which generated a higher value (of Tnai, respectively of Tnotf) shall pay the other Party, based on an invoice, an amount of money equal to Dtn.

Art. 40. The maximum monthly value of Dtn may not exceed 0.5% of the IAC value for the relevant month. This limit of 0.5% of the IAC value shall be used in the relationship between CFR and the railway undertaking.

Art. 41. Dtn shall be invoiced and paid in accordance with Art. 42.

CHAPTER XIV

Final and Transitional Provisions

Art. 42. (1) The penalties related to the train delays, the penalties related to the trains running on the train paths requested after the completion of the preparation of the traffic schedule, respectively the penalties related to the non-used train paths (the trains the traffic of which was cancelled) established after the completion of the preparation of the traffic schedule shall be separately calculated.

(2) The penalties calculated in accordance with this Performance Regime shall be invoiced no later than the last calendar day of the month following the one in which they occurred.

Art. 43. (1) The information related to the application of the provisions of the Train Traffic Performance Regime shall be archived for a period of 5 years from the date of the occurrence of the events related to the application of the relevant provisions.

(2) In February of each year, CFR shall publish on its web page the average level of the following parameters:

- the average delay per one hundred train-kms, separately for all the passenger trains and separately for all the direct freight trains, which ran on the CFR network in the previous calendar year;

- the percentage of trains for which the cancellation of traffic was requested, compared to the total number of trains directed on the CFR network in the previous calendar year, separately for all the passenger trains and separately for all the direct freight trains.

ANNEX 17: Value of basic charging elements for IAC calculation
a) valid for the period 11.02.2024 – 29.02.2024

Freight traffic

IAC basic charging elements	Basic charge			
Charging elements depending on train tonnage	Charge per train-km depending on tonnage (LEI/train-km)			
Category of traffic section	A	B	C	D
Electrified sections (Ttse)	1.22	1.22	1.22	1.22
Non-electrified sections (Ttsn)	5.1	4.13	3.16	2.19
Minimum tonnage (Tmin)	60	60	60	60
Tonnage factor (Ft)	0.00020	0.00020	0.00020	0.00020
Charging elements depending on distance covered	Charge per train-km depending on distance (LEI/train-km)			
Category of traffic section	A	B	C	D
Traffic (Tc)	11.73	11.73	10.71	5.05

Passenger traffic

IAC basic charging elements	Basic charge			
Charging elements depending on train tonnage	Charge per train-km depending on tonnage (LEI/train-km)			
Category of traffic section	A	B	C	D
Electrified sections (Ttse)	1.22	1.22	1.22	1.22
Non-electrified sections (Ttsn)	5.1	4.13	3.16	2.19
Minimum tonnage (Tmin)	60	60	60	60
Tonnage factor (Ft)	0.00014	0.00014	0.00014	0.00014
Charging elements depending on distance covered	Charge per train-km depending on distance (LEI/train-km)			
Category of traffic section	A	B	C	D
Traffic (Tc)	6.32	6.32	6.02	2.7

b) valid starting from 01.03.2024
Freight traffic

IAC basic charging elements	Basic charge			
Charging elements depending on train tonnage	Charge per train-km depending on tonnage (LEI/train-km)			
Category of traffic section	A	B	C	D
Electrified sections (Ttse)	0.676	0.676	0.676	0.676
Non-electrified sections (Ttsn)	3.45	2.80	2.14	1.48
Minimum tonnage (Tmin)	60	60	60	60
Tonnage factor (Ft)	0.00020	0.00020	0.00020	0.00020
Charging elements depending on distance covered	Charge per train-km depending on distance (LEI/train-km)			
Category of traffic section	A	B	C	D
Traffic (Tc)	16.457	16.457	15.026	7.085

Passenger traffic

IAC basic charging elements	Basic charge			
Charging elements depending on train tonnage	Charge per train-km depending on tonnage (LEI/train-km)			
Category of traffic section	A	B	C	D
Electrified sections (Ttse)	0.676	0.676	0.676	0.676
Non-electrified sections (Ttsn)	3.45	2.80	2.14	1.48
Minimum tonnage (Tmin)	60	60	60	60
Tonnage factor (Ft)	0.00014	0.00014	0.00014	0.00014
Charging elements depending on distance covered	Charge per train-km depending on distance (LEI/train-km)			
Category of traffic section	A	B	C	D
Traffic (Tc)	9.562	9.562	9.108	4.085

ANNEX 18: Charges for the services supplied by CFR to the RUs

1. CHARGES FOR THE SERVICES SUPPLIED WITHIN THE SERVICE FACILITIES

1.1 Charge for the Commercial Stops of the Passenger Trains in the Stations and Movement Halts

T = RON 1.53/stop

The charge for the commercial stops of the passenger trains in the stations and movement halts shall include the costs of:

- a) electric power,
- b) display panels,
- c) sound system.

1.2 Charge for Renting the Spaces for the Ticketing Offices/Information Office/Automatic Ticket Vending Machines

The charges for renting the spaces for the ticketing offices/information office/automatic ticket vending machines were indexed with the inflation index for the period of time January 2023 - December 2023, and at the date hereof their value is as follows:

- a) ticketing services, **Ta = RON 27.41/sqm/month;**
- b) information services – information offices, **Tb = RON 27.41/sqm/month;**
- c) automatic ticket vending machine services, **Tc = RON 156.68/sqm/month**

NOTE: *With the railway undertakings (RUs) for renting the locations for the ticketing services, the information services (information offices), and the automatic ticket vending machine services; the related charges shall be indexed at the beginning of each year with the inflation index related to the period of time January-December of the previous year, regardless of the date on which the rental contract was concluded, this becoming a clause in all the contracts to be concluded for the purpose of renting the above-mentioned locations.*

1.3 Charge for the Access of the Shunting Convoys to/from the CFR Railway Infrastructure

T = RON 6.88/convoy-km.

The charge shall be levied for the distance between the line from where the convoy is sent to the connecting switch (branch) on the CFR railway infrastructure, regardless of the number of vehicles in the convoy.

Vehicles shall mean wagons and/or motor rolling stock.

1.4 Charge for Shunting Railway Vehicles

T = RON 14.71/shunting operation.

Shunting operation shall mean the totality of the manoeuvres performed by a RU for a specific purpose (e.g.: the manoeuvre of introducing/taking out a locomotive in/from the train, the manoeuvre of taking out a defect wagon from the train, the manoeuvre of attaching a group of wagons, etc.), regardless of the number of the vehicles in the manoeuvre convoys within the shunting operation.

Vehicle shall mean wagons and/or traction rolling stock.

1.5 Charge for the Operative Stabling of the Rolling Stock

It shall comprise:

- the wagon stabling charge
T = RON 0.65/wagon/hour;
- the motor rolling stock stabling charge
T = RON 1.08/motor rolling stock/hour

The charge shall be levied after the expiry of a period of free stabling of 6 hours.

Wagon shall mean physical wagon, regardless of the number of axles.

Rolling stock shall mean motor rolling stock (locomotives, railcars, multiple units, etc.).

1.6 Charge for the Long-Term Stabling of the Rolling Stock

T = RON 2.32/wagon/day.

The charge shall be levied for the wagons stabled for more than 30 days based on the consent of CFR SA, after the analysis of the RU's request.

Long-term stabling of the rolling stock service is not provided by CFR in port stations (maritime/river) and border stations.

The charge is applied for the number of days of stabling calculated from the date the wagons are parked until the date they are dispatched from the station.

Wagon shall mean physical wagon, regardless of the number of axles.

1.7 Stabling Charge for Wagon Loading/Unloading

T = RON 0.55/wagon/hour.

The charge shall be levied for the stabling on the loading/unloading lines or on the public loading/unloading lines, after the expiry of a period of free stabling of 24 hours.

The loading/unloading lines are lines intended for that purpose and are, in principle, equipped with ramps and/or sheds.

The public lines are lines made available to the beneficiaries for loading/unloading operations, and are mandatory equipped with ramps.

Wagon shall mean physical wagon, regardless of the number of axles.

1.8 Charges for the Transport of the CFR Cranes and Intervention Trains for Resuming Traffic

Charge value (RON):

For crane vehicles	4.84
For railway cranes Type EDK of 20 tf	5.81
For railway cranes Type EDK of 60 tf	15.46
For railway cranes Type EDK of 80 tf	19.32
For intervention trains with crane and for specialized intervention trains	33.82

NOTE:

- 1. This charge shall refer only to the transport of cranes and intervention trains, and shall not include the charge for the hauling services to/from the intervention place and the shunting services at the intervention place to be separately levied by the trading company or the railway undertaking supplying these services.*
- 2. The charge shall not include the labour and fuel costs to be separately invoiced by the trading company which operates the crane or the train intervention.*
- 3. The 20 tf crane in the formation of the specialized intervention train shall not be separately directed for performing works or interventions.*

1.9 Charge for Using Intervention Trains for Resuming Traffic

Charge value (RON/hour):

a) Charge for making available	
Train with crane of 20 tf	444.37
Train with crane of 80 tf	444.37
Train with crane of 125 tf	444.37
Train with crane of 250 tf	893.57
Specialized intervention train	444.37
Specialized intervention train for works performed only with the 20 tf crane of the train formation	444.37
b) Use charge	
Train with crane of 20 tf	637.58
Train with crane of 80 tf	796.99
Train with crane of 125 tf	956.36

Train with crane of 250 tf	1912.71
Specialized intervention train	956.36
Specialized intervention train for works performed only with the 20 tf crane of the train formation	637.58

NOTE:

1. For the cases when there are used for the work or the intervention two cranes which arrived in the formation of the same intervention train, the charge for making available shall be calculated for the crane with the greater load.
2. The use charge shall be calculated for each crane, depending on the time of use.
3. For the railway cranes, other than those in the formation of the intervention trains, the charge shall be 50% of the above-mentioned charges.
4. The charge for making available shall be calculated for each 24-hour period, even started, during which the intervention train or the crane were at the place of the work, made available to the beneficiary of the work.
5. The charging shall be performed by adding the use charge to the charge for making available, depending on the time of use. There shall be added to this the charges from Item 17 and the labour and fuel costs.
6. The use charge shall be levied for the actual time in which the cranes, the intervention trains with crane or the specialized intervention trains were made available to the beneficiaries, including the time required for putting them into service and taking them out of service.
7. For the use of the cranes, the intervention trains with crane or the specialized intervention trains on the running line, the charge shall be levied from the time of departure from and until the time of return in the home station serving the point on the running line where the operations with the train or equipment are performed.
8. The requests shall be submitted to:
 - for the crane vehicles – to the station where the loading or unloading takes place.
 - for the intervention trains with cranes or the specialized intervention trains – to the management of Compania Nationala de Cai Ferate "CFR" SA, through its General Traffic Safety and Control Inspectorate, after obtaining the consents from the Regional Traffic Safety Inspectorate, corresponding to the place of the work.
9. The requests shall be submitted at least 5 working days before the day on which the work is carried out (or started).

2. CHARGES FOR ADDITIONAL SERVICES SUPPLIED BY CFR UPON THE REQUEST OF THE RU**2.1 Charge for Exceptional Transports****T = RON 425.05/transport**

The charge shall be levied for the totality of the railway vehicles subject to an exceptional transport on the railway infrastructure, for analysing the characteristics and establishing the access and traffic conditions.

2.2 Charge for Verifying the Railway Vehicles with Exceptional Transports

$$T = \text{RON } 28.34/\text{railway vehicle}$$

The charge shall be levied for each railway vehicle that is part of an exceptional transport. Railway vehicle shall mean, as appropriate: wagon, wagon group, traction rolling stock.

3. CHARGES FOR ANCILLARY SERVICES SUPPLIED BY CFR

3.1 Charges for Additional Information regarding the Train Scheduling and Traffic

The charges for additional information regarding train scheduling and traffic supplied by CFR through the IT applications (IRIS) managed by its specialized branch SC „Informatica Feroviara” SA shall be set down in the specific agreements and/or are presented in the publications of SC Informatica Feroviara SA.

3.2 Charge (Commission) for the Ticketing Service

The charge (commission) for the ticketing service shall be 5% of the total amount of the tickets issued.

4. OTHER CHARGES

4.1 Basic Charges for Train Path Preparation

Passenger trains		Freight trains	
Rank II	84%*IAC passenger	Rank V	49%*IAC freight
Rank III	78%*IAC passenger	Rank VI	45%*IAC freight
Rank IV	73%*IAC passenger	Rank VII	42%*IAC freight

NOTE:

a. For the interoperable railway infrastructure and for the non-leased non-interoperable railway infrastructure managed by CFR:

a.1. the charges shall be levied from the railway undertakings for the preparation of the train paths allocated to the specially commissioned trains and the trains with occasional traffic,

a.2. the charges shall not be levied for:

- the preparation of the train paths due to reasons attributable to CFR (e.g. infrastructure works);
- any change in the schedule of an already prepared and allocated train path.

b. For the non-interoperable railway infrastructure leased by CFR to the non-interoperable railway infrastructure managers:

b.1. the charges shall be levied from the non-interoperable railway infrastructure managers for the preparation of the train paths allocated to the RUs operating on the relevant infrastructures;

b.2. the charges shall not be levied for any change in of an already prepared and allocated train path.

c. The reference value of the IAC (for freight or passenger traffic) shall be the average statistical value registered by CFR for the second month before the one in which the service is supplied, expressed in RON/train-km.

d. The amount for a train path shall be calculated by multiplying the basic charge by the train path distance in kilometres.

4.2 Charge for Performing Experiments with a view to Increasing the Tonnages to be Hauled or Modifying the Hauling Modality

NOTE: *This shall be determined on the basis of an estimate (for each experiment) for each man/hour, at the value of the rights of the effectively used personnel and of the obligations for them, plus the costs of the related activities.*

4.3 Charge for Interrupting the Suspension of the Movement Activity

NOTE: *This shall be determined on the basis of an estimate. The charge shall be levied for the service supplied by CFR for resuming the movement activity during the temporary suspension of the service in the stations on the sections where this suspension applies, upon the request of the RU regarding the train traffic during the period of suspension on the sections concerned.*