



CFR NETWORK STATEMENT - 2024

## **ANNEX 29**

### **CONVENTION ON LEVYING THE REDUCED INFRASTRUCTURE ACCESS CHARGE FOR THE INTERMODAL TRANSPORT TRAINS ON THE CFR NETWORK TO BE ATTACHED TO THE RAILWAY INFRASTRUCTURE ACCESS CONTRACT**

**Validity:** 10.12.2023 – 14.12.2024

**Version:** 13.1.0

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COMPANIA NATIONALA DE CAI FERATE CFR SA

## CONVENTION

on levying the reduced infrastructure access charge for the intermodal transport trains  
on the CFR network to be attached to the Railway Infrastructure Access Contract

No. .... / .....

### 1. PARTIES TO THE CONVENTION

**Compania Națională de Căi Ferate „C.F.R.”-S.A.** headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1<sup>st</sup> district, mail code 010873, registered under No. J40/9774/1998, single registration code RO 11054529, duly represented by Mr. ...., Director General, in its capacity as the railway infrastructure manager in accordance with GD No. 581/1998, hereinafter called **CFR**,

and

....., headquartered in ....., registered under No. ...., single registration code ....., duly represented by Mr. ...., Director General, in its capacity as rail transport operator, hereinafter called the RTO,

- pursuant to the Law No. 202/2016 on the integration of the Romanian railway system into the single European railway area;

- based on the Decision no. 4/2024 issued by the CFR SA General Meeting of Shareholders, have agreed to conclude this Convention with the following clauses:

### 2. PURPOSE OF THE CONVENTION

**2.1.** The levying by CFR of the Infrastructure Access Charge (IAC) reduced by 33% as to the IAC level established in the Access Contract, for the intermodal transport trains on the CFR network with Intermodal Transport Units (ITUs) running on the traffic routes agreed by CFR and the RTO within the working timetable.

**2.2.** The intermodal transport trains on the CFR network shall be considered the complete trains composed only of wagons loaded with ITUs (transcontainers, mobile boxes, semi-trailers and trucks (RO-LA)) or of empty wagons for ITUs.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

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#### **3.1. Rights and Obligations of CFR**

**3.1.1.** The trains which fall within the scope of this Convention shall be notified for the working timetable with the ITU (Intermodal Transport Units) sign.

**3.1.2.** When, due to force majeure or works on the railway infrastructure, the intermodal trains are forced to run on a route other than those established, they shall also be charged with a reduced IAC regardless of whether they are to run on the new route with numbers other than those established in the rail service book.

**3.1.3.** If the intermodal trains which are scheduled to run on the routes established at point 2.1 enter the CFR network with delay or too early, and CFR changes the traffic numbers with which they entered (so as two trains may not run with the same number in the same timetable), they shall still be considered intermodal trains.

#### **3.2. Rights and Obligations of the RTO**

**3.2.1.** The trains for which a 33% reduction in the IAC is requested shall be confirmed by the management of the RTO by a statement on its own responsibility stating that those trains fall within the scope of this Convention. In the absence of this statement, there shall be levied the normal value of the IAC (without the 33% reduction).

**3.2.2.** In any of the stations on the agreed traffic routes, the RTO may attach/detach to/from the complete intermodal trains only wagons loaded with ITUs or empty wagons for ITUs.

### **4. DURATION OF THE CONVENTION**

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**4.1** This Convention shall be valid from..... to ....., and may be extended depending on the economic results.

**4.2** The parties shall analyse the results of the enforcement of the Convention, one month before the expiry of its validity duration and, depending on the economic results (occurrence of an increase in the train-km volume related to the intermodal traffic), these may agree to extend the validity of the Convention only if the Parties have concluded a railway infrastructure access contract.

### **5. PAYMENT CONDITIONS AND DEADLINES**

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**5.1** The payment conditions and deadlines shall be those set out in the Railway Infrastructure Access Contract No. .... / ..... concluded between the parties to the Convention.

**5.2.** If the ITU intermodal transport trains also fall within the scope of another IAC reduction system (e.g., TZI international transit), a single IAC reduction shall be applied.

## **6. DENUNCIATION, CESSATION AND TERMINATION OF THE CONVENTION**

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**6.1** The Parties may denunciate this Convention. The party initiating the denunciation shall notify the other party of this by means of a 30-day prior notice.

**6.2** This Convention shall apply to no new transport contract or addendum to a contract concluded by the RTO after the expiry of its validity period or its denunciation. In case of the expiry of the validity period or denunciation of this Convention, the RTO shall prove to CFR within 10 days the existence of the contracts in progress at the date of the denunciation of the Convention with a view to monitoring the performance.

**6.3** This Convention shall be deemed terminated by operation of law, without the intervention of a court or other judicial body, if:

- the RTO incurs debts (accounts payable) older than 35 days to CFR as a result of the implementation of this Convention, as well as of the performance of the access contract in force concluded between CFR and the RTO

- there are found out non-conformities related to the statement on its own responsibility set out in point 3.2.1 of this Convention.

## **7. APPLICABLE LAW**

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The law governing this Convention shall be the Romanian law. This Convention shall be supplemented by the provisions of the Civil Code and other incidental regulations.

## **8. DISPUTES**

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**8.1** Any possible disputes between the parties shall be amicably settled as far as possible.

**8.2** If an amicable settlement is not possible, any dispute arising from or in connection with this Convention, including regarding its conclusion, performance or termination, shall be settled by the common law courts in the jurisdiction of which the registered office of CFR is located.

## **9. FINAL PROVISIONS**

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**9.1** This Convention may be modified by means of addenda representing the will of the parties and being an integral part of this Convention.

**9.2** This Convention shall be attached to the main contract principal, namely to the Railway Infrastructure Access Contract No. ....../....., concluded with the RTO.

**9.3** The parties shall be fully liable for the fulfilment of the clauses of the Convention, and shall bear the consequences of the obvious impossibility to comply with the obligations set out in the Railway Infrastructure Access Contract No. ....../..... which give CFR the right to request the termination of this Convention.

This Convention was signed on ....., in two original copies, one copy for each party.

On behalf of

Compania Națională de Căi Ferate „CFR” SA

Director General

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On behalf of

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Director General

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