

Network Statement

2021



Network Statement 2021

*Updated in accordance with the CEO Provision no. 26 of 11
December 2019 and no. 7 of 7 July 2020*

Certified True Copy

Summary of changes to the NS 2021 – July 2020 edition

New entries/cancellations

Introduction guarantee scheme of minimum quality level for the services and penalties according to point n. 4.2 of ART Resolution n. 130/2019	Par. 5.6
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Changes

Specification on ePIR technical attachments information	Par. 3.1
Description of minimum facilities of technical premises and areas and passenger reception and assistance facilities	Par 5.3.1.1
Introduction of Napoli Afragola station in HS circuit tariffs	Par. 6.3.2.1
Update of references to Legislative Decree 50/2019 with regards to MAP tariffs	Par. 6.7
Update of elements of the delay cause attribution system and cancellation of 'Mng' component from Performance Regime algorithm in accordance to new 'Cop 269' procedure	Annex C to ch.6

Summary of changes to the NS 2021 – December 2019 edition

General Changes

Specification of the minimum asset level for RFI service systems and provision of the service for non-exclusive use (where not already specified)	Chapter 5
PMdA rate and service update	Chapter 6
PIR WEB name up date with ePIR portal	
Update of the name and definition of the single safety certificate, update of references to Legislative Decree 50/2019	Paragraphs 2.2.2.2, 2.2.4, 2.3.3.7, 2.4.5

New entries/cancellations

Introduction of penalties for delays caused by the Infrastructure Manager	Par. 2.4.3.1
Addition of lines for trains with mass > 1600t	Par. 3.3.2.7
Addition of procedure for the processing of claims for compensation of persons with reduced mobility pursuant to measure 5.2 of art. resolution 106/2018	Annex 1 to chapter 3
Elimination par. 3.4.7 'further restrictions' due to merger in par. 3.4.6 'other limitations'	Par. 3.4.7
Addition of rules for network use for bid standardisation and efficient use of the systems in the hubs	Par.3.9.1
Shift of contents pursuant to par. 3.9 in par 3.9.2	Par. 3.9.2
Elimination of the GU and IF type contract	Annex 3 to chapter 5
Elimination of RFI switching service rate	Par. 6.3.3.5

Changes

Update of references in the legal framework	Par. 1.3
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Updated Transport Regulation Authority certified e-mail address	Par. 1.4.3
Introduced publication schedule for the English version of the NS and availability of previous versions on the ePIR portal	Par. 1.7
Updated content paragraphs to the recommended RNE texts	Paragraphs 1.9, 1.10, 1.10.1, 1.10.2
Updated TTR pilot projects	Par. 1.10.3
Corrected errors and glossary update	Par. 1.11
Change in the information request mode by ART	Par. 2.1
Specification of Regional ASP OSP rules application also to OSP LP services, introduction of AQ renewal limits with authorisation by ART, specifications on IM publication obligations connected to AOs	Par. 2.3.1
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Update of reference documentation on investigations and surveys	Par.2.4.5
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Update of rolling stock features for clearing	Par. 2.4.4.1
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SECTION 1

GENERAL INFORMATION

1.1 INTRODUCTION

Rete Ferroviaria Italiana S.p.A. (RFI) – a public limited company with a single shareholder, subject to the management and coordination of Ferrovie dello Stato Italiane S.p.A., pursuant to article 2497sexies of the Italian Civil Code and Legislative Decree 112/15 – is licensed by the Government to operate the national public railway transport service as the national Infrastructure Manager, under a specific Network Licence (DM 138/T of 31 October 2000) issued by the Ministry of Infrastructure and Transport.

RFI has produced this document for capacity marketing purposes, in pursuance of Legislative Decree 112/2015, as a guide to the relevant information that is currently available to Applicants wishing to access and utilise the national railway infrastructure operated by RFI.

1.2 OBJECTIVE

Pursuant to Legislative Decree 112/15, which transposes into Italian law the provisions of Directive 2012/34/EC of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, the aim of this document is to provide a single source for the information that will be required by the interested parties to appropriately draft their bid.

Therefore, it describes:

- the characteristics of the available infrastructure and the relevant access conditions;
- the principles, criteria, procedures, terms and conditions for calculating and levying access charges and the consideration due for the services provided by RFI;
- the criteria, procedures, terms and conditions relating to the capacity-allocation scheme and the delivery of services;
- the rules applying to the utilisation of the railway infrastructure and of the relevant services.

For the operational procedures adopted by the IM, as referred to herein, reference should be made to the RFI website at www.rfi.it/default.asp > Servizi e Mercato > Per Accedere alla rete.

1.3 LEGAL FRAMEWORK (UPDATED IN DECEMBER 2018)

Community legislation:

- Directive 2001/12/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 91/440/EEC on the development of the Community's railways;
- Directive 2001/13/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 95/18/EC on the licensing of railway undertakings;
- Directive 2001/14/EC of the European Parliament and of the Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification;
- Directive 2004/49/EC of the European Parliament and of the Council of 29 April 2004 on safety on the Community's railways and amending Council Directive 95/18/EC on the licensing of railway undertakings and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification (Railway Safety Directive);
- Directive 2004/50/EC of the European Parliament and of the Council of 29 April 2004 amending Council Directive /545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity.
- European Parliament and Council Regulation (EU) 2016/796 of 11 May 2016, establishing a European Union Agency for Railways and repealing Regulation (EC) No. 881/2004;

- European Parliament and Council Directive (EU) 2016/797 of 11 May 2016 on the interoperability of the European Union's rail system (recast)
- European Parliament and Council Directive (EU) 2016/798 of 11 May 2016 on railway safety (recast);
- Directive (EU) 2016/2370 of the European Parliament and of the Council of 14 December 2016 amending Directive 2012/34/EU as regards the opening of the market for domestic passenger transport services by rail and the governance of the railway infrastructure.
- Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services.
- Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area.
- Commission Regulation (EU) 2018/1795 which establishes the procedure and criteria for the application of the economic balance examination pursuant to Article 11 of Parliament and Council Directive 2012/34/EU.

National legislation:

- Law 146/1990 (as subsequently amended and supplemented) "Provisions for exercising the right to strike in essential public services and on safeguarding the constitutionally protected rights of the person. Establishment of the Guarantee Board for implementing the law";
- Legislative Decree 422/97 (as subsequently amended and supplemented by Legislative Decree 400/1999) on the devolution to the regional governments and local authorities of functions and tasks relating to local public transport;
- D.M. 20 October 1998 "Safety measures for rail freight terminals not included within the scope of the Ministry Decree (DM) of 5 November 1997";
- D.M. 109/T of 3 November 1999 implementing article 3(1)(d) of Legislative Decree 422/97;
- DM 138/T 2000 "Licence granted to RFI for operating the national rail network";
- DM 43/T 2000 "Definition of the criteria for determining the access charge to the rail network";
- DM 44/T 2000 setting out the criteria for the concession, to the rail network accounts, of a temporary discount to partially compensate the higher costs incurred in connection with the current technological underdevelopment of the railway network;
- D.P.C.M. of 16 November 2000, concerning the determination and transfer to the Regional Governments of the resources enabling the exercise of the functions and tasks granted in pursuance of articles 9 and 12 of Legislative Decree of 19 November 1997 No. 422 on Local Public Transport;
- Law No. 388 of 23 December 2000, article 131(1), "Provisions relating to rail transport and the request of the current public contract awarding regulations for the rail sector";
- D.M. 29/T of 15 July 2003 "Adjusting the rail access charge to the rate of inflation";
- Decree of 24 March 2005 "Adjusting the rail access charge to the rate of inflation" (OJ of 20 April 2005);
- DM 28 October 2005 on "rail tunnel safety", limitedly to the fire fighting requirements on board trains;
- DM 18 August 2006 on the "adjustment the access charge for the national rail network", as supplemented by the notice of the Ministry of Transport published in the Official Journal of 7 October 2006;
- Law 296/2006 (article 1 paragraph 970) on the compilation of the annual and long-term state budget (2007 Financial Law)";
- D.M. 92/T of 11 July 2007 "Applicability of the discount relating to the access charge for the railway network";
- Legislative Decree 162/2007 implementing directives 2004/49/EC and 2004/51/EC on the safety and development of Community railways;
- Legislative Decree 163/2007 implementing directive 2004/50/EC that amends directives 96/48/EC and 2001/16/EC on the interoperability of the trans-European railway network;
- DM 81/T of 19 March 2008 "Directive on rail operation safety";
- D.M. 2 April 2008 "Update of the price per kilometre of electric traction in the access charge/utilisation of national rail infrastructure package";
- ANSF (National Rail Safety Agency) Decree no. 1 of 6 April 2009 "The assignment of powers in respect of rail operation safety";
- Directive by the President of the Council of Ministers, in agreement with the Minister of Infrastructure and Transport and the Minister of the Economy, of 7 July 2009;
- D.M. of 2 February 2011 "Determination of the requirements for issuing a national passenger licence for providing passenger train services with origin and destination inside the country" (OJ 7 April 2011);
- Legislative Decree No. 43 of 24 March 2011 "Implementing Directive 2008/110/EC of the European Parliament and of the Council of 16 December 2008 amending Directive 2004/49/EC on safety on the Community's railways (Railway Safety Directive);

- Law No. 148 of 14 September 2011 amending and converting into law D.L. No. 138 of 13 August 2011 "Laying down further urgent measures for financial stabilisation and development. Delegated powers to the Government for the nationwide reorganisation and distribution of judicial offices" (article 8, paragraph 3bis);
- Law No. 214 of 22 December 2011 amending and converting into law DL No. 201 of 6 December 2011 "Laying down further urgent measures for the growth, equity and consolidation of public finances" (article 37);
- Law No. 27 of 24 March 2012 amending and converting into law DL No. 1 of 24 January 2012 "Laying down further urgent measures for competition, the development of infrastructures and competitiveness" (articles 36 and 37);
- DPR of 9 August 2013 relative to the "Appointment of the members of the Transport Regulation Authority";
- DM of 10 September 2013 relative to the "Reduction by 15% of the access charge for HS lines (OJ of 19 September 2013);
- DM 5 April 2013 on the "Definition of energy-intensive industries" (OJ of 18 April 2013);
- Resolution by the Italian Gas and Electricity and Water Markets Authority no. 641/2013/R/COM of 27 December 2013 "Updating, effective from 1 January 2014, the tariff components for covering overheads and further components of the electricity and gas sectors" and ensuing activities;
- Legislative Decree 70/2014 "Sanctions applicable to the violation of the provisions of Regulation (EC) No. 1371/2007 on rail passengers' rights and obligations;
- DL 91/2014 (converted into Law 116/2014) laying down "Urgent provisions for the agricultural sector, environmental protection and enhancing the energy efficiency of school and university buildings, containing the costs weighing on electricity tariffs and for the immediate definition of the formalities descending from the European regulations (article 29)";
- Resolution by the Transport Regulation Authority no. 70 of 31 October 2014 (published on 5 November 2014) "Regulation governing the fair and non-discriminatory access to the rail infrastructure and initiation of procedures for defining the criteria for determining rail access charges";
- Legislative Decree 112/2015 implementing Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (Remerger);
- Resolution by the Transport Regulation Authority no. 96 of 13 November 2015 introducing the "Criteria for determining the access and usage charges of the rail infrastructure"
- Decree by the Ministry for Economic Development of 22 December 2015 setting out the "Procedures for determining significant consumption for application of the special tariff system to RFI – Rete Ferroviaria Italiana";
- Resolution by the Transport Regulation Authority no. 75 of 1 July 2016 relating to the "2016-2021 charge system for the Minimum Access Package to the national rail infrastructure. Conformity with the regulatory model approved under resolution no. 96/2015 as integrated";
- Resolution by the Transport Regulation Authority no. 80 of 15 July 2016 relating to the "2017-2021 charge system for Services other than the Minimum Access Package provided by Rete Ferroviaria Italiana S.p.A. – Conformity with the regulatory model approved under resolution no. 96/2015";
- DM of 5 August 2016 for the "Determination of the rail networks included within the field of application of Legislative Decree 112/2015, for which the Regional Governments have been assigned programming and management functions and tasks" (OJ of 15 September 2016).
- Law 167/2017 laying down "Provisions for the fulfilment of obligations arising from Italy's membership of the European Union";
- Law 205/2017 "State Budget for 2018 and three-year budget for 2018-2020";
- Resolution by the Transportation Regulation Authority No. 16 of 8 February 2018 setting out "Minimum quality conditions for rail passenger transport, at national and local level, featuring public service obligations pursuant to article 37(2)(d) of Decree Law 201/2011, amended and converted into Law 214/2011";
- Legislative Decree 23 November 2018, no. 139, Implementation of European Parliament and Council directive (EU) 2016/2370, of December 14th 2016, which modifies directive 2012/34/EU as regards the opening of the market of national transport services of passengers by rail and the governance of the railway infrastructure. (18G00166) (GU General Series no.297 of 22-12-2018);
- Legislative Decree, 14 May 2019, no. 50, Implementation of the European Parliament and Council Directive 2016/798 of 11 May 2016 on railway safety;
- Resolution of the Transport Regulation Authority no. 106/2018 relating to "Measures concerning the minimum content of the specific rights that the users of rail transport services characterised by public service obligations may require vis-à-vis the managers of railway services and infrastructures";
- Resolution of the Transport Regulation Authority no. 130/2019 relating to "Measures concerning access to service facilities and railway services".

1.4 LEGAL STATUS

1.4.1 General Remarks

The Network Statement (NS) is produced by the IM, in pursuance of Article 14 of Legislative Decree 112/15, based on consultations with the parties concerned and the information provided by the Transport Regulation Authority (TRA) and is published in accordance with Article 14(5) of Legislative Decree 112/15.

1.4.2 Legal value

The NS contains a detailed description of, (i) the rights and duties of the IM and the Applicants, in relation to the capacity/path requests/allocations, (ii) the utilisation of the rail infrastructure and the delivery of the relevant services, and (iii) the charges and consideration due. The Network Statement, therefore, also in pursuance of Articles 6(1)(c), 14 and 25 of Legislative Decree 112/15, stipulates the provisions and general terms of the individual Framework Agreements and rail infrastructure Access Contracts entered into by the IM and the other party(ies) thereto.

The NS is published in the website of RFI and, therefore, is made an integral and substantial part of the single infrastructure Access Contracts and Framework Agreements and, without prejudice to paragraph 1.6.2 below, the applicants, by signing the abovementioned agreements, acknowledge their full and unconditional acceptance of the terms and conditions hereof.

1.4.3 Appeals Procedure

Pursuant to Article 37(2) of Legislative Decree 112/15 and Article 37 of DL 201/2011 (amended and converted into Law 214/2011), Applicants may refer any disputes arising in connection with the construction and/or the enforcement of the Network Statement to the Transport Regulation Authority (TRA), by email to:

pec@pec.autorita-trasporti.it

Contacts:

Autorità di Regolazione of the Trasporti

Via Nizza 230, 10126 Turin

Telephone: 011.0908500

Email: segreteria@autorita-trasporti.it

Certified email: pec@pec.autorita-trasporti.it

1.5 STRUCTURE OF NETWORK STATEMENT

In order to provide a complete description of the information referred to in paragraph 1.2, the Network Statement shall comprise six sections, as follows:

Section 1 – General Information;

Section 2 – **Access Conditions** – contains the conditions for regulating access to and utilisation of the railway infrastructure, and managing the relevant Access Contract, in accordance with the applicable national regulations and the terms and conditions established by the IM;

Section 3 – **Infrastructure** - illustrates the general infrastructure characteristics necessary to appropriately draft and compile the capacity requests, while reference to the ePIR portal must be made for the relevant details;

Section 4 – **Capacity Allocation** - describes the capacity request and allocation process, in terms of schedules, priority criteria and types of requests;

Section 5 – **Services** - describes the services included in the access charge, and those provided by the infrastructure manager to the undertaking for an extra charge;

Section 6 – **Charges** - describes the reporting rules, in respect of the infrastructure Access Contract, and the system for calculating and levying the access charges, including the services not included therein.

This Network Statement has been drafted in accordance with the RNE Network Statement Common Structure. Therefore, Applicants from the various countries may access similar documents and find the relevant information in the same position of the respective Network Statements.

1.6 VALIDITY AND EXTRAORDINARY UPDATING PROCESS

1.6.1 Validity Period (updated in December 2019)

This document provides:

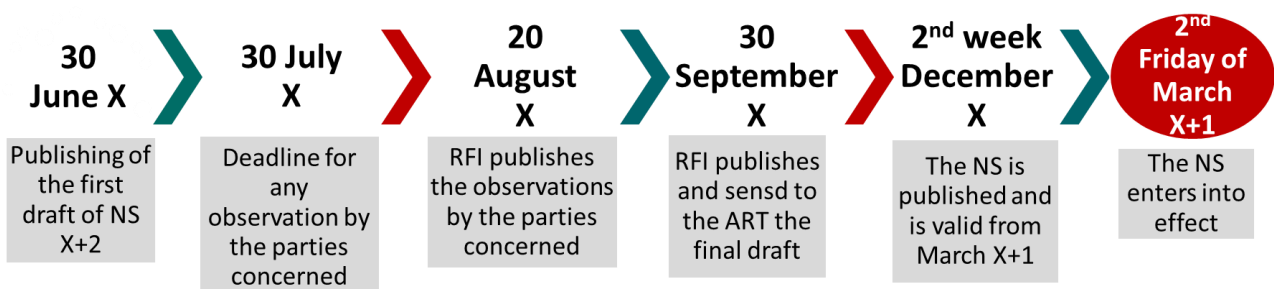
- the rules and procedures governing capacity requests and the related allocation process entering into effect on 14 March 2020, with regard to the working timetable from 13 December 2020 to 11 December 2021;
- the rules and information governing the obligations and responsibilities of RFI and RU/Applicants, with reference to the signing and implementation of the relevant agreements (Framework Agreement and Access Contract), regarding the working timetable from 13 December 2020 to 11 December 2021.

1.6.2 Ordinary updating process

The procedure for updating this document shall comply with the following obligations and timeframe:

- within 30 June of year X, the IM prepares and publishes the first draft of the NS for year X+2, highlighting in different colours the changed parts (with respect to the applicable NS), including a report containing the reasons for the changes introduced, and presents it to all the parties concerned, based on a transparent and non-discriminatory consulting process, subject to the deadline of 31 July of year X, regarding the formalisation of any observations by the parties concerned by the consultation;
- within 20 August of year X, the IM publishes the observations received by the parties concerned;
- within 30 September of year X, the IM publishes and sends to the TRA the final draft of the NS X+2, highlighting in different colours the parts of the NS that have been changed (with respect to the applicable NS), respectively at the request of the previously consulted parties and on its own initiative, together with an accompanying report illustrating the meanings and assessments underlying the changes introduced, and the reasons for allowing or rejecting the observations formulated by each party consulted in the process;
- within the second week of December in year X, the IM shall publish the NS X+2, which regards the conditions relating to the contract relationships that will develop from the capacity request for the operating timetable effective from December (X+1) to December (X+2); the name of the document will be “Network Statement X+2”;
- the NS X+2 shall enter into force on the second Friday of March of year X+1.

The publication obligations mentioned above shall be complied with following the publication on the IM’s website.



1.6.3 Extraordinary updating process

Any changes made to this document, and relating to the working timetable from 13 December 2020 to 11 December 2021, due to changes in the reference regulations or for specific reasons adequately motivated by the IM, shall be specifically updated and incorporated in the NS 2021. These changes are summarised in a table with the following information:

- date of the changes;
- effective date of the changes;
- indication of the changed paragraphs;
- nature of the changes.

The changes shall also be notified to the ART and all the parties concerned, accompanied by a report illustrating the reasons for which they have been made, at least 30 days prior to the entry into force thereof, i.e. the date of posting in the website of Rete Ferroviaria Italiana (www.rfi.it).

1.7 PUBLISHING AND CIRCULATION (UPDATED IN DECEMBER 2019)

This document is written in Italian, is published in Italian and English and is available – in electronic format, free of charge – at the IM website, www.rfi.it > Servizi e Mercato > Per accedere alla rete > Prospetto informativo della rete. In the event of any disputes or conflict of interpretation between the various versions, the original Italian version shall prevail.

The previous versions of the NS (final and for consultation) issued by RFI starting from 2013, as well as the related documents (observations of the concerned parties and RFI counter-arguments, etc.) are available in a special section of the ePIR portal.

The English version of the NS is published on the IM's website no later than fifteen working days from the publication of the final version or update in Italian.

1.8 CONTACTS

For information relating to network access please visit the “Contacts” page on the www.rfi.it website > Servizi e Mercato > Per Accedere alla rete.

To request paths relating to any Rail Freight Corridor (RFC) information can be requested at the Corridor – One Stop Shops (C-OSS) at the following email addresses:

- Rhine-Alpine Corridor: oss@corridor-rhine-alpine.eu
- Scandinavia-Mediterranean Corridor: c-oss@scanmedfreight.eu
- Baltic-Adriatic Corridor: C-OSS@RFC5.eu
- Mediterranean Corridor: OSS@railfreightcorridor6.eu

1.9 RAIL FREIGHT CORRIDORS (RFCs) (UPDATED IN DECEMBER 2019)

Regulation (EU) No. 913/2010 concerning a European rail network for competitive freight required Member States to establish international market-oriented Rail Freight Corridors (RFCs) in order to meet the following goals:

- strengthening co-operation between IMs/ABs on key aspects such as the allocation of paths, deployment of interoperable systems and infrastructure development,
- finding the right balance between freight and passenger traffic along the RFCs, giving adequate capacity for freight in line with market needs and ensuring that common punctuality targets for freight trains are met,
- promoting intermodality between rail and other transport modes by integrating terminals into the corridor management process.

The main parameters of the 4 RFC corridors concerning the national rail infrastructure are shown below:

1. **Rhine – Alpine Corridor:** Zeebrugge-Antwerp/Amsterdam/Vlissingen/Rotterdam-Duisburg-[Basel]-Milan/Novara-Genoa;
2. **ScanMed Corridor:** Stockholm[Oslo]/Trelleborg-Malmö-Copenhagen-Hamburg-Innsbruck-Verona-La Spezia/Livorno/Ancona/Taranto/Augusta-Palermo;
3. **Baltic – Adriatic Corridor:** Swinoujscie/Gdynia-Katowice-Ostrava/Žilina-Bratislava/Vienna/Klagenfurt-Udine-Venice/Trieste/Bologna/Ravenna/Graz-Maribor-Ljubljana-Koper/Trieste;
4. **Mediterranean Corridor:** Almería-Valencia/Madrid-Zaragoza/Barcelona-Marseille-Lyon-Turin-Milan-Verona-Padua/Venice-Trieste/Koper-Ljubljana-Budapest-Ljubljana/Fiume-Zagreb-Budapest-Zahony (Hungarian – Ukrainian border)

Further information regarding the RFCs is available at the following relevant websites:

- Rhine-Alpine Corridor: www.corridor-rhine-alpine.eu
- Scandinavia-Mediterranean Corridor: <http://scanmedfreight.eu/>
- Baltic-Adriatic Corridor: <http://rfc5.eu/>
- Mediterranean Corridor: www.railfreightcorridor6.eu

or in the dedicated Corridor Information Documents (CIDs) produced by the RFCs and available at the above mentioned websites.

Furthermore, in order to regulate the procedure for complaints lodged by transport operators against decisions taken by the competent RFC bodies, specific Cooperation Agreements have been entered into, signed by the Regulatory Bodies of the States concerned by the various RFCs. The texts of the agreements can be found at the following websites: <http://www.mit.gov.it/mit/site.php?p=cm&o=vd&id=2856>

In this regard, the Regulatory Authority responsible for the “**Mediterranean**” RFC 6 is the TRA (Transport Regulation Authority – the Italian regulation authority). All complaints must be submitted both in Italian and in English or French and must necessarily also be forwarded by email to the following email address: rfcmed@autorita-trasporti.it.

In the case of the “**Rhine-Alpine**” RFC, the responsible Regulation Authority is the German *Bundesnetzagentur*: www.bundesnetzagentur.de

For the “**Scandinavia-Mediterranean**” RFC, the responsible Regulation Authority is the Austrian *Schiene-Control Kommission*: <http://www.schienecontrol.gv.at>

For the “**Baltic-Adriatic**” RFC the responsible Regulation Authority is defined in the Cooperation Agreement concluded by the corridor Regulation Authorities: <http://rfc5.eu/documents/regulatory-bodies-cooperation-agreement/>

1.10 RAIL NET EUROPE – INTERNATIONAL COOPERATION BETWEEN INFRASTRUCTURE MANAGERS (UPDATED IN DECEMBER 2019)

RFI is a member of RailNetEurope (RNE), which is an umbrella organisation of European railway Infrastructure Managers and Allocation Bodies (IMs/ABs). RNE facilitates international railway business by developing harmonised international business processes in the form of templates, handbooks, and guidelines, as well as IT tools.

You can find more information about RNE on <http://www.rne.eu/organisation/rne-approach-structure/>

1.10.1 One Stop Shops

A network of One-Stop Shops (OSS) represents the IMs in international traffic. They constitute a single point of contact for the entire international route of a rail service, from the initial questions related to network access to international path requests and performance reviews after a train run. [IM name] also operates an OSS

List of OSS contact persons available at: www.rne.eu/organisation/oss-c-oss/.

1.10.2 RNE Tools

Path Coordination System (PCS)

PCS is an international path request coordination system for Railway Undertakings (RUs) and other Applicants, Infrastructure Managers (IMs,) Allocation Bodies (ABs) and Rail Freight Corridors (RFCs). The internet-based

application optimises international path coordination by ensuring that path requests and offers are harmonised by all involved parties. Furthermore, PCS is the only tool for publishing the binding PaP and RC offer and for managing international path requests on RFCs.

Access to PCS is free of charge. A user account can be requested via the RNE PCS Support: support.pcs@rne.eu.

More information can be found on <http://pcs.rne.eu>.

Charging Information System (CIS)

The CIS is an infrastructure charging information system for Applicants provided by IMs and ABs. The web-based application provides fast information on indicative charges related to the use of European rail infrastructure and estimates the price for the use of international train paths. It is an umbrella application for the various national rail infrastructure charging systems.

Access to CIS is free of charge without user registration.

More information can be found on <http://cis.rne.eu> or can be requested via the RNE CIS Support: support.cis@rne.eu

Train Information System (TIS)

TIS is a web-based application that supports international train management by delivering real-time train data concerning international trains. The relevant data are obtained directly from [IM name]'s systems. The IMs send data to TIS, where all the information from the different IMs is combined into one train run from departure or origin to final destination. In this manner, a train can be monitored from start to end across borders.

RUs and terminal operators may also be granted access to TIS. They are invited to join the RNE TIS Advisory Board as all members of this board grant all other members full access to TIS data if they are involved in the same train run. However, if the RUs and terminal operators concerned are not members of the RNE TIS Advisory Board, mutual agreements have to be signed between individual RUs and between RUs and terminal operators.

Access to TIS is free of charge. A user account can be requested via the RNE TIS Support: support.tis@rne.eu. More information can be found on <http://tis.rne.eu>.

1.10.3 Pilot projects within the framework of the TTR

In order to ensure a further degree of harmonisation of the timetable definition procedures among the different European countries, RNE and the Forum Train Europe (FTE), in collaboration with the European Rail Freight Association (ERFA) have launched the TTR Strategy for the Timetabling Process (abbreviated as TTR). The TTR project aims to more suitably meet the needs of the various Applicants through an optimised timetabling process providing capacity for specific purposes and safeguarding a part of the timetable for any requests made in the closeness of the actual use of the train path (so-called "Rolling Planning" requests).

The TTR will be introduced gradually through pilot projects for testing the innovative elements of the TTR. The pilot projects shall be operational from the 2019-2020 timetable and will continue during the TT 2020/2021; the purpose is to assess how the new process effectively responds to the relevant objectives, with the possibility to adjust any critical aspects and make further adjustments before the actual implementation of the new process across Europe.

Further information about the strategy can be found at <http://www.ttr.rne.eu/pilots>, and in paragraph 4.2.1 of the NS.

1.11 GLOSSARY (UPDATED IN DECEMBER 2019)

(INFRASTRUCTURE) ACCESS CONTRACT (CONTRATTO DI UTILIZZO DELL'INFRASTRUTTURA FERROVIARIA)

hereinafter also the Contract, a contract entered into with a single RU setting out the terms and conditions for access to and use of the train paths. An Access Contract may be concluded for a term shorter than or equal to the working timetable period

ACCESS CHARGE (CANONE DI UTILIZZO - PEDAGGIO)

the consideration payable by the RU for the utilisation of each single path and related services

APPLICABLE OPERATING REGULATIONS (NORMATIVA D'ESERCIZIO VIGENTE)

the set of applicable regulations, provisions, instructions absolutely regulating train services over the IM's network

APPLICABLE WORKING TIMETABLE REQUEST (RICHIESTA IN CORSO D'ORARIO)

a train path request made within the applicable working timetable period, regardless of the use thereof also during the next timetable

APPLICANT (RICHIEDENTE)

a licensed Railway Undertaking or an international grouping of railway undertakings, each one holding a license, and other individuals or corporations, such as the regions or autonomous provinces and, generally speaking, the competent authorities referred to in Regulation (EC) No. 1370/2007 of the European Parliament and of the Council, as well as the loaders, shipping companies and operators of combined transport concerns, with a public service or commercial interest in acquiring infrastructure capacity, for the purpose of providing transport services by rail

ARRIVAL/DEPARTURE DISPLAY BOARDS (TABELLONI ARRIVI E PARTENZE)

display boards or monitors providing information, updated in real time, on the arrival/departure of trains, also showing the platforms and, in the case of HS trains, the train formation as well

AUTHORISED CONTACT (REFERENTE ACCREDITATO)

a person appointed by the IM and the RUs responsible for carrying out certain activities specified in this document

BASIC SECTION (TRATTA ELEMENTARE)

a portion of infrastructure in between two contiguous time recording points

CANCELLATION (SOPPRESSIONE)

a measure for totally or partially limiting the utilisation of a path (space/time limitation)

CANCELLATION OF A PATH (DISDETTA)

formal notice by a RU to the effect that it no longer intends to utilise a previously requested and allocated path

CAPACITY ALLOCATION (ASSEGNAZIONE DI CAPACITA')

the process by which requests are handled and the capacity allocation of a certain railway infrastructure defined by the IM

CAPACITY ENHANCEMENT PLAN (PIANO DI POTENZIAMENTO DELLA CAPACITA')

a measure or series of measures, with a calendar for their implementation, which are proposed to alleviate the capacity constraints leading to the declaration of a Section of infrastructure as "congested infrastructure"

COMPANIES OPERATING IN RAILWAY PASSENGER TRANSPORT SERVICES

railway companies that operate passenger services, or companies that offer rail transport services using, for traction, railway companies, or companies that provide passengers for rail transport, on the basis of commercial agreements with railway companies, information services and ticketing

CONGESTED INFRASTRUCTURE (INFRASTRUTTURA SATURATA)

element of infrastructure for which the demand for capacity cannot be fully satisfied during certain periods, even after coordination of all the requests for capacity

CONTRACT VALUE (VALORE DEL CONTRATTO)

the cost relating to access charge, traction power supply and all other services set out in Annex 1A to the infrastructure Access Contract

CONTROL PERIOD (PERIODO DI CONTROLLO)

the period of time established for comparing the framework capacity and the remaining unused capacity, for the purpose of informing any potential applicants for framework agreements

COORDINATION (COORDINAMENTO)

the process through which the infrastructure manager and applicants will attempt to resolve situations in which there are conflicting requests for infrastructure capacity

CORRIDOR ONE STOP SHOP (C-OSS)

a body providing assistance to path applicants, in relation to the infrastructure capacity dedicated to international freight corridors (so-called Rail Freight Corridors, within the meaning of European Regulation 913/2010); it is the body responsible for coordinating and defining the corridor capacity, as well as for the management and allocation thereof

DAILY SCHEDULE (PROGRAMMA GIORNALIERO)

the set of paths purchased by the RU for each day of the period for which the contract is in force

DANGEROUS GOODS (MERCİ PERICOLOSE)

the materials or substances that can represent a hazard for human beings, animals and the environment. The transport of dangerous goods by rail is subject to the RID - Regulations governing the international carriage of dangerous goods by rail, which also includes a classification of dangerous goods

DANGEROUS GOODS TERMINAL (SCALO MERCİ TERMINALE PER MERCİ PERICOLOSE)

freight terminals for dangerous goods

DEDICATED INFRASTRUCTURE (INFRASTRUTTURA SPECIALIZZATA)

an infrastructure designated by the IM, after prior consultation with the interested parties, for the priority allocation of certain types of transport services

DEPOSIT (AREA DI DEPOSITO)

a dedicated area for temporarily stationing rolling stock when not used

ENTITLEMENT DOCUMENT (TITOLO AUTORIZZATORIO)

a qualification within the meaning of Article 131(1) of Law No. 388/200, issued by the Ministry of Infrastructure and Transport on the request of the licensed Railway Undertakings and permitting the delivery of services - over the entire domestic network -, under conditions of reciprocity, in the case of RUs based abroad of the EU or their subsidiaries pursuant to article 7 of Law 287/1990

EXCEPTIONAL TRANSPORTS (TRENO SPECIALE)

trains that require a special authorisation by the IM for exceptional transports

FACILITY OPERATOR (OPERATORE D'IMPIANTO)

a public or private entity responsible for managing one or more service facilities or providing one or more services to the railway undertakings referred to in article 13, paragraphs 2,9 and 11 of Legislative Decree 112/15

FRAMEWORK AGREEMENT (ACCORDO QUADRO)

a legally binding general agreement, under public or private law, setting out the rights and obligations of an applicant and the infrastructure manager, in relation to infrastructure capacity to be allocated and the charges to be levied over a period longer than one working timetable period

FRAMEWORK CAPACITY (CAPACITA' QUADRO)

the infrastructure capacity assigned in connection with a framework agreement

HARMONISATION (ARMONIZZAZIONE)

a process for handling train path requests aimed at ensuring the consistency of the requests received

HEAVY MAINTENANCE (MANUTENZIONE PESANTE)

activities that are not regularly carried out as a daily maintenance operation and which require for the rolling stock to be removed from service

HS/HC RAILWAY INFRASTRUCTURE (INFRASTRUTTURA FERROVIARIA HS/HC)

the railway infrastructure dedicated to HS/HC transport services

INFRASTRUCTURE CAPACITY (CAPACITA' DI INFRASTRUTTURA)

the potential for accommodating the requested train paths on certain elements of an infrastructure over a certain period of time

INFRASTRUCTURE MANAGER (IM) (GESTORE DELL'INFRASTRUTTURA - IM)

any body or firm responsible in particular for establishing, managing and maintaining a railway infrastructure, including transport services management, control-command and signalling. The tasks of the IM, with respect to a network or a part thereof, may be assigned by different subjects, consistently with the provisions set out in the applicable EU regulations and Legislative Decree 112/15

INTERMEDIATE ADJUSTMENT REQUEST (RICHIESTA PER UN ADEGUAMENTO INTERMEDIO)

a train path request relating to the intermediate alteration of the applicable timetable

INTERNATIONAL PASSENGER TRANSPORT SERVICE (SERVIZIO DI TRASPORTO INTERNAZIONALE DI PASSEGGERI)

the passenger transport service crossing the border of at least one Member State, and the principal purpose of which is to carry passengers between stations located in different Member States; the train may be united to another train and/or broken up and the single sections may have different origins and destinations, as long as the carriages cross at least one border

INTERVAL-SERVICE TIMETABLE (ORARIO CADENZATO)

the succession of trains with identical characteristics running at constant intervals of up to two hours

LICENSE (LICENZA)

an authorization, valid across the European Union, issued by a licensing authority in a Member State to an undertaking, by which its capacity to provide rail transport services as a railway undertaking is recognised; that license may be limited to the provision of specific types of services

LICENSING AUTHORITY (AUTORITA' PREPOSTA AL RILASCIO DELLE LICENZE)

the body charged with the issue of railway licenses. In Italy the national body responsible for issuing licenses to train operators based in the country is the Ministry of Infrastructure and Transport

LIMITED CAPACITY INFRASTRUCTURE (INFRASTRUTTURA A CAPACITA' LIMITATA)

the sections of the (double track) fundamental network, which feature a level of utilisation approaching congestion

LINE MODULE (MODULO DELLA LINEA)

the maximum length of a passenger train, junctions and rights of way in the tracks of the service locations

PUBLIC SERVICE OBLIGATIONS (PSO) TRANSPORT SERVICES FRAMEWORK AGREEMENT (ACCORDO QUADRO PER SERVIZI CON OBBLIGO DI SERVIZIO PUBBLICO)

a legally binding general agreement, under public or private law, setting out the rights and obligations of both the applicant and the infrastructure manager, in relation to the infrastructure capacity to be allocated for transport services commissioned by local or national authorities and the charges to be levied with respect thereto, over a period longer than one working timetable period

LONG-DISTANCE TRAIN PATH (TRACCIA A LUNGA PERCORRENZA)

a path crossing two or more areas or more than 250 km long

LONG-TERM REQUEST (RICHIESTA PLURIENNALE)

a general request for capacity relating to a period of time extending beyond the duration of a railway timetable period, for the purpose of defining a Framework Agreement

MARSHALLING PROGRAMME (PROGRAMMA DI MANOVRA)

a document compiled by the operator of marshalling (or shunting) services, approved by the IM in connection with each timetable and updated in the event of any significant changes to the train paths within the yard concerned, programming the train marshalling operations required at the yard

NATIONAL RAIL SAFETY AGENCY (AGENZIA NAZIONALE PER LA SICUREZZA DELLE FERROVIE)

the national body responsible for performing the tasks of Italian rail safety Authority, pursuant to section 4 of Directive 2004/49/EC

NETWORK (RETE)

the entire railway infrastructure managed by an infrastructure manager

FOREIGN NETWORK INTERCHANGE STATION (STAZIONE DI COLLEGAMENTO CON RETI ESTERE)

the station in the territorial State (State in whose territory the network connecting station is located) where border transit services are carried out, or the yard on the border between the network operated by RFI S.p.A. and the one operated by other Operators

NEXT TIMETABLE REQUEST (RICHIESTA PER ORARIO)

a train path request relating to the working timetable period subsequent to the working timetable, regardless of the date from which the paths will be used

NORMAL TRAIN FORMATION (COMPOSIZIONE NORMALE DEI TRENI)

the train formation for delivering performance at least equal to the typical formation of the scheduled train path, as specified in Annex 1 - Sections A and B of the Track Access Agreement (AA)

ONE STOP SHOP (OSS)

is a single point of contact established by the RNE-member rail infrastructure managers for coordinating and assisting applicants, in connection with requests for international train paths

OPERATION MANAGEMENT (GESTIONE OPERATIVA)

the activities pertaining exclusively to the accredited contacts of the RU and IM, at local level, and specified in the Access Contract, limited by 4 calendar days until the delivery of the service

PATH CHANGES (MODIFICA TRACCE)

any time changes to the original path, the route remaining unaltered

PERFORMANCE (EFFETTUAZIONE)

a measure relating to actual usage of the train paths requested by the RU or allocated by the IM

PERFORMANCE SCHEME (SISTEMA DI CONTROLLO DELLE PRESTAZIONI)

the performance monitoring system (pursuant to article 21 of Legislative Decree 112/15) based on end of service delays by all trains running on the national infrastructure

ePIR portal (formerly PIR WEB)

RFI web portal that integrates the Network Statement (available on the RFI website) through the publication of geo-referenced maps relating to the characteristics of the lines, systems and technical/sales information

PLANNED INTERRUPTION OF SERVICE (PIS) (INTERRUZIONE PROGRAMMATA IN ORARIO - IPO)

the specified time-frames in which train services are at a standstill or are limited for infrastructure maintenance purposes

RAIL FREIGHT CORRIDOR

a set of routes (i.e. a principal and any alternative routes) connecting two origin/destination locations for international freight transport purposes. The European legislators have established specific rules for selecting, organising and managing these international freight Corridors, as well as for the indicative planning of the corridor investments; this regulation effort is aimed at incentivating and fostering competitive freight transport services

RAILWAY INFRASTRUCTURE (INFRASTRUTTURA FERROVIARIA)

the infrastructure within the meaning of Annex 1 to Legislative Decree 112/15

RAILWAY LINE (LINEA FERROVIARIA)

the rail infrastructure connecting two locations

RAILWAY UNDERTAKING (IMPRESA FERROVIARIA)

any duly licensed public or private undertaking the principal business of which is to provide services for the transport of goods and/or passengers by rail and which ensures traction; this also includes undertakings which provide traction only

RE-ROUTING (DEVIAZIONE)

any alterations to the train itinerary vis-à-vis the allocated path

REASONABLE PROFIT (PROFITTO RAGIONEVOLE)

a rate of return on one's investment, taking into account the revenue and other risks, or lack of such risks, undertaken by the service facility operator and which is consistent with the mean rate applied in the relevant sector in recent years

REFUSAL (RIGETTO)

a measure by the IM attesting the impossibility to satisfy any requests for new paths or the alteration of those for which an agreement has been concluded

REGIONAL SERVICES (SERVIZI REGIONALI)

the transport services designed to meet the transport needs of one or more regions

REGULATORY BODY (ORGANISMO DI REGOLAZIONE)

the Transport Regulation Authority established in accordance with article 37 of Decree Law 201/2011, amended and converted into Law 214/2011, as amended by article 36 of Decree Law 1/2011, amended and converted into Law 27/2012, which is also the national regulatory body within the meaning of article 55 of Directive 2012/34/EU of the European Parliament and of the Council

SINGLE SAFETY CERTIFICATE (CERTIFICATO DI SICUREZZA UNICO)

The Single Safety Certificate provides proof that the railway company concerned has set up its own safety management system and is able to operate safely in the intended area of operation. The certificate specifies the type and extent of railway activities that a company can perform and the area of operation

SERVICES (SERVIZI)

the rail-related services provided by the IM to the RUs and classified according to article 13 of Legislative Decree 112/15

SERVICE FACILITY (IMPIANTO DI SERVIZIO)

a facility, including the land, buildings and equipment, especially equipped and arranged – either entirely or partially – to allow the delivery of one or more of the services set out in article 13, paragraphs 2, 9 and 11, of Legislative Decree 112/15

SERVICES CHARTER OF RFI S.p.A. (IM) (CARTA DEI SERVIZI DI RFI S.p.A. - IM)

the document adopted by the infrastructure manager and setting out its commitments to customers, in relation to quality factors, indicators and standards

SHORT-DISTANCE TRAIN PATH (TRACCIA DI BREVE PERCORRENZA)

a path contained within a single area, or no more than 250 km long and crossing no more than 3 areas

SHORT-NOTICE REQUEST (RICHIESTA IN GESTIONE OPERATIVA)

a train path request within the applicable working timetable period and exclusively in respect of the type of service already included in the Access Contract, to be submitted to the accredited contacts of the IM specified in the contract

SIDING CONNECTION AGREEMENT (CONTRATTO DI RACCORDO)

an agreement entered into by the infrastructure manager and the owner or operator of the connected facility for the purpose of managing the train services between the rail infrastructure and the connected facility and verifying the safety conditions thereof

SIDING-CONNECTED UNDERTAKING (RACCORDATO)

any undertaking that is a party to a siding agreement

SIDING-CONNECTED YARD (IMPIANTO RACCORDATO)

any yard - owned by a party other than the IM – where industrial or logistical operations are carried out, including ports and industrial parks, connected to and accessible from the Rail Network, by means of a siding

SIDING-CONNECTED YARD (RACCORDO)

a track running from the switches connecting to the rail infrastructure and the siding-connected yard

STATION PROGRAMME (PROGRAMMA DI STAZIONE)

a document defined by the IM and showing how the station tracks are occupied

TERM OF INFRASTRUCTURE UTILISATION CONTRACT (DURATA DEL CONTRATTO DI UTILIZZO DELL'INFRASTRUTTURA)

the period of time between the utilisation of the first path and the utilisation of the last path and of any related services

TIME RECORDING POINTS (PUNTI ORARIO)

the points in a network where the passing train times are recorded

TIME SLOT (FASCIA ORARIA)

the interval of time specified in a framework agreement in which one or more train paths must be assigned in connection with the framework capacity assignment procedure

TRAIN PATH or PATH (TRACCIA ORARIA o TRACCIA)

the fraction of the infrastructure capacity needed to run a train between two places over a given time-period

TRAIN TIMETABLES (QUADRI ORARIO)

posters prepared by the IM and put up in all the stations/stops of the national rail infrastructure showing the arrival/departure times of trains at/from the station/stop concerned and the platforms at which the trains will provide passenger services

TYPE OF SERVICE (TIPO DI SERVIZIO)

identified in respect of the different market needs/segments:

- local and regional passenger services (including inter-regional trains);
- medium to long-distance passenger services;
- goods transport services

WORKING TIMETABLE (ORARIO DI SERVIZIO)

the data defining all the planned train and rolling-stock shunting which will take place on the IM's infrastructure during the period for which it is in force

YARD or FACILITY (IMPIANTO)

a functional structure for train arrivals / departures, and in some cases, technical-commercial and parking and/or marshalling and marshalling operations, also called a "facility"

SECTION 2 – ACCESS CONDITIONS

2.1 INTRODUCTION (UPDATED IN DECEMBER 2019)

This Section describes the rail access and utilise and contract management procedures, based on the applicable domestic regulations and the terms and conditions of contract defined by the IM. The following conditions and procedures apply to both national and international train services and to the RFCs of interest for the RFI network.

The TRA guarantees fair and non-discriminatory conditions of access to the railway infrastructure, according to methods that foster competition, production efficiency of management and reduced costs for users, businesses and consumers; therefore the TRA may request information from the IM, the applicants and any other interested party.

2.2 GENERAL ACCESS REQUIREMENTS

2.2.1 Conditions for applying for capacity

Requests for capacity may be made: i) in terms of long-term capacity, for the purpose of entering into a Framework Agreement; or ii) in terms of train paths and services, for the purpose of the signing of an access contract, by the Applicants belonging to one of the categories referred to in article 3(cc) of Legislative Decree 112/15, consisting of:

- licensed railway undertakings,
- individuals and corporations with a business or public service interest in acquiring infrastructure capacity to deliver rail services.

2.2.2 Conditions for access to the railway infrastructure

2.2.2.1 Requests for long-term capacity for the purpose of entering into a Framework Agreement

When requesting capacity, if the Applicant is a RU it must:

- hold a licence issued by the competent Authorities and suited to the delivery of the relevant service;
- hold, or prove that it has requested, the entitlement document, if this document is required under the applicable legislation.

When requesting capacity, if the Applicant is an individual or a company (other than a RU), it must prove to the IM that it belongs to one of the categories referred to in article 3(cc) of Legislative Decree 112/15.

2.2.2.2 Requests for train paths and rail-related services, for the purpose of entering into an access contract (updated in December 2019)

The RU is required to submit the request for train paths and services in accordance with the technical characteristics of the infrastructure, as indicated in Section 3 below, and its annexes, for a volume of operations that is consistent with the means authorised to circulate and the personnel qualified for the service.

1. If the Applicant is a RU, when applying for train paths for the next timetable period, within the start date provided for the capacity allocation process, it must:
 - a. hold a licence issued by the competent Authorities and suited to the delivery of the relevant service; if the licence is suspended at the date of submission of the path application or during the allocation process, the RU must present the licence within the deadlines referred to in par. 2.3.2.1.;
 - b. hold, or prove that it has requested, the entitlement document, if this document is required under the applicable legislation;
 - c. hold, or prove that it has requested, the safety certificate. If it becomes necessary to extend the safety certificate the RU must present the extended certificate within the deadlines referred to in par. 2.3.2.1.

When requesting train paths for the next timetable period, the RU that does not already hold a single safety certificate for the relevant train paths shall be required to produce the certificate within the deadline for

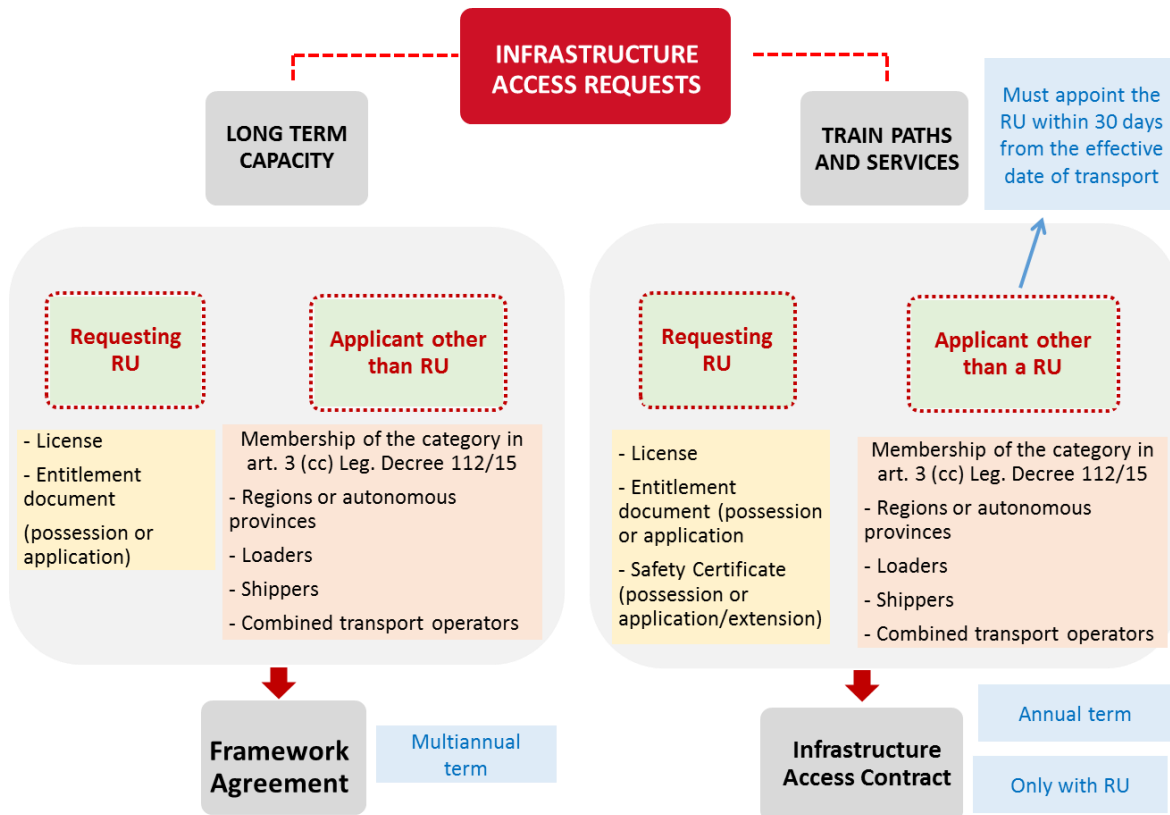
submitting comments on the draft timetable in July, according to the timeline shown in paragraph 4.3.2. In the event of failure to present the safety certificate the requested capacity shall become available once more.

In the event of any train path requests filed after the capacity allocation start date, or during the period of validity of the timetable, the relevant RU must already hold the documents referred to in paragraph 1, letters (a) and (b) above, and the safety certificate for the train paths in question, otherwise the request shall not be considered.

In the case of train path requests, for either the next timetable period or the working timetable period, in respect of lines/facilities that are scheduled for activation – as indicated in the ePIR portal – during the next timetable period, the RU shall be required to produce the safety certificate within 5 working days from the start of the service. To ensure compliance with the specified timeframes, the IM shall provide to the RU, even in a provisional format, all the necessary documents for obtaining the safety certificate at least four months prior to the start of the service. This paragraph, and the preceding paragraph as well, also applies if the RU has already entered into an access contract.

2. If the Applicant is an individual or corporation other than a RU – pursuant to paragraph 2.2.1 – when applying for train paths it must prove to the IM that it belongs to one of the categories referred to in article 3(cc) of Legislative Decree 112/15.

The Applicant may appoint the RU providing the service on the infrastructure on its behalf on the IM’s network, subject to the conclusion of the infrastructure Access Contract, up until 30 days prior to the date of delivery of the transport service(s). When making the designation the RU must possess the documents referred to in paragraph 1, letters a) and b) above, as well as the safety certificate for the lines referred to in the request, subject to the provisions – in respect of the safety certificate – regarding lines/facilities scheduled for future activation, as specified in paragraph 1 above.



2.2.3 Licenses

The competent authority for issuing licenses to railway undertakings based in Italy is the Ministry of Infrastructure and Transport (see article 3(s) of Legislative Decree 112/15).

Contacts:

Ministero delle Infrastrutture e of the Trasporti
Direzione Generale del Trasporto Ferroviario
Via Caraci 36 – ROMA 00157
website
email dtt.dgtfe@mit.gov.it

2.2.4 Single Safety Certificate (updated in December 2019)

The Single Safety Certificate is issued:

- by the European Railway Agency (ERA) in all cases of RUs operating railway services in more than one EU Member State;
- by ANSF or by ERA (the decision is chosen by the RUs) in the cases of RU that perform rail services only in Italy and up to the border stations.

All questions and related information, the steps of the relevant procedures and the respective results regarding the issue or updating of the Single Safety Certificate are conveyed through the one-stop shop (One stop shop - OSS) which can be contacted via the internet address: <https://oss.era.europa.eu>.

2.2.5 Obligation to submit performance bonds and insurance

The Applicants' obligations regarding the submission of a performance bond, in relation to the conclusion of the Framework Agreement, are regulated by par. 2.3.1.1.

The Railway Undertakings' obligations regarding the submission of a performance bond and insurance policy, are regulated by par. 2.3.2.2 and 2.3.2.3, respectively.

2.3 GENERAL BUSINESS/COMMERCIAL CONDITIONS: DETAILED REGULATIONS AND OTHER RULES ESTABLISHED BY THE IM

2.3.1 Framework Agreement (updated in December 2019)

a) Content and term

The Infrastructure Manager and an Applicant may enter into a Framework Agreement, which shall respectively constitute the assurance of the availability of and a commitment to utilise the railway infrastructure capacity, including the related services. The Framework Agreement does not specify the train paths in detail, but has the purpose of meeting the legitimate commercial needs of the Applicant. The train paths are then detailed in the Access Contract.

The capacity addressed in a Framework Agreement is defined according to the following typical parameters:

- I. Type of transport service
- II. Characteristics of the connections: lines, origin/destination, stops
- III. Characteristics of the trains: traction, speed, mass, length, axial weight (freight), loading gauge (freight), transport of dangerous goods
- IV. Identification of the arrival tracks only for the HS services referred to in the Framework Agreement.
- V. Number of paths per time slot, broken down by line, indicating the frequency and reference commercial speed. The latter is not mandatory for the IM in the event its needs to implement a different commercial speed to optimize the infrastructure capacity. Exclusively for Framework Agreements related to public local services, the average commercial speed represents an IM' KPI (key performance indicator), expect for cases

in which different values derive from a different planning by the Applicant or by the Rail Undertaking fostering for the service.

- VI. Overall volume per timetable period included in the term of the Agreement (shown as trkm)
- VII. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement).

Moreover, the Framework Agreement may also include other parameters, to be agreed to by the Applicant and the Infrastructure Manager, such as infrastructure services, capacity for non-commercial purposes and technical operations, the availability of tracks for stabling the rolling stock, and updating guidelines, in connection with changes in the infrastructure, technological and market scenarios. The IM undertakes to provide to the RU operating the regional rail transport service the services specified in the NS, at the relevant terms and conditions. Any changes to the manner of delivery of the said services, however, shall not entail any impairment of the efficiency of the service and the support activities and must be notified beforehand to the Applicant or to the operator of the services.

The Framework Agreement is entered into for a term in excess of a timetable period, generally speaking for five years, effective from the first useful timetable period. In certain grounded cases, a shorter or longer term may be approved. In particular, a capacity request for a period in excess of five years must be motivated, in accordance with article 23(6) of Legislative Decree 112/15.

The latter case includes both Framework Agreements concluded with Regional and Provincial Governments for local public transport services, and Framework Agreements with the Italian State for long haul services, the term of which may be commensurate with that of the service contract for operating transport services.

The Framework Agreements relating to services delivered based on the utilisation of a specialised infrastructure may have a term of fifteen years. A higher term may be allowed, in the cases and at the conditions referred to in article 23(7) of Legislative Decree 112/15.

The latter case includes the framework agreements entered into with the regions and autonomous provinces, the duration of which may be commensurate with the duration of the service contract for operating LDT services.

The Framework Agreements regarding services that make utilisation of a specialised infrastructure may have a duration of fifteen years. A longer duration is possible in accordance with article 23(7) of Legislative Decree 112/15.

The maximum portion of capacity to be allocated to a single Applicant under a Framework Agreement effective for a longer period than a working timetable period shall not exceed the limit set out in paragraph 4.4.1.1.

The IM may decide, on a non-discriminatory basis and subject to approval by the Transport Regulation Authority, not to offer framework agreements on all lines declared to be congested. The IM shall indicate these lines in the declaration of framework capacity before starting the framework capacity allocation process. The approval by the TRA shall be valid for a maximum of two years and shall not be automatically renewable.

Taking into account the provisions of Article 23, paragraph 8, of Legislative Decree 112/2015 and within the limits set forth therein, a Framework Agreement may be renewed only once and only with the express permission of ART; consequently, the modification of the deadline for a Framework Agreement is not permitted.

The IM transmits the Framework Agreements and the capacity changes to the ART within one month of the subscription, together with a table containing the updated summary of all the existing AQ, with details of the subjects subscribing the AQs, the original subscription and maturity dates, of any dates of modification of the pre-assigned capacity, of any renewal and expiry dates, of the routes/lines/sections subject to pre-assignment of capacity, of the percentage of pre-assigned capacity on these routes/lines/routes per time slot, of the contents of any withdrawal clauses and the content of any penal clauses.

In compliance with the provisions of article 23, paragraph 9 of Legislative Decree 112/2015 and article 3 of Regulation (EU) 2016/545, regarding the "Framework capacity declaration", the IM:

- Publishes, on the eNS portal, the technical annex "Capacity assigned with Framework Agreement, by time slot and line section" indicating for each section of the line and for each year, until the expiry of the current Framework Agreements, the following information: the hourly commercial capacity, the maximum hourly capacity that can be assigned with the Framework Agreement, the number of routes per time slot assigned with the Framework Agreement;

- Publishes, on its website (section "the Network Statement"), a summary document relating to the existing and satisfactory Framework Agreements, for each Framework Agreement, the general aspects consisting of at least the following information elements: expiry date, tracks/lines/sections subject to pre-allocation of capacity as well as percentage of capacity pre-assigned with the Framework Agreement on these tracks/lines/routes by time slot, content of any withdrawal clauses and content of any penal clauses.

The IM updates the technical annex and the summary document within 90 days of the stipulation of a Framework Agreement, a change to it or its resolution.

b) Conclusion and subsequent formalities

Framework agreement beginning with the first useful timetable period

1. Framework Agreements beginning with the first useful timetable period – meaning the period activated at least 9 months after the date of execution of the Framework Agreement – shall be requested and signed in accordance with the deadlines for long-term infrastructure capacity requests, as referred to in paragraph 4.3.1.
2. The IM shall send the Applicant the final draft Framework Agreement also specifying the deadline for returning the signed draft Agreement, in full acceptance thereof, which is generally 10 days from the date of reception. If the Applicant fails to comply with this deadline, the requested capacity shall be made available to the other Applicants.
3. Within 30 days after the execution of the Framework Agreement, the Applicant must prove that it has made provisions for the guarantee specified in paragraph 2.3.1.1. below and deliver the relevant paperwork, in the original, to the IM.
4. In the event the Applicant in the Framework Agreement is other than a RU, it must indicate to the IM, every year, at least 1 month prior to the start of the path allocation process referred to in paragraph 4.3.2, the RU which shall carry out - on its behalf - the transport service related to the acquired capacity.
5. or, if the Applicant (other than a RU) requests the train paths, consistently with the capacity set out in the Framework Agreement, each year it must indicate, within 30 days from the transport date, the RU that, at the date of designation, already has the fully availability of the rolling stock needed to provide the service to which the Framework Agreement refers, as well as the documents set out in point 1 of paragraph 2.2.2.2.
6. Without prejudice to the above, the Applicant (other than a RU) or the designated RU shall request – at least 8 months prior to the timetable activation date (as specified in paragraph 4.3.2) – the assignment of the specific capacity, in the form of train paths corresponding to the capacity characteristics under the Agreement.

Further formalities in the case of requests for a Framework Agreement beginning after the first useful timetable period

7. If the Applicant is an individual or a corporation (other than a RU), if it does not intend to make use of point 5 above, it must designate, at the execution of the Framework Agreement, the RU that will be carrying out on its behalf, at least for the first year of service provided in the Agreement itself, the transport activities relating to the allocated capacity, except if the Applicant is a competent Authority, within the meaning of Reg. 1370/2007, that wishes to allocate – via a public competition procedure – the capacity specified in the Framework Agreement entered into for public transport purposes.
8. The Applicant (if a RU) or the designated RU, based on the preceding point, shall produce, within 12 months from signing the Framework Agreement, a suitable set of documents proving that it has signed the rolling stock purchase/leasing agreement for performing the services for which the infrastructure capacity has been requested, except unless it can prove that it already possesses the requisite rolling stock.
9. The Applicant (if a RU) or the designated RU, as indicated in point 7 above, must provide to the IM:
 - i. within the 24th month prior to beginning the service, the documents proving the availability of an instructor qualified to drive the rolling stock and the related training plan;
 - ii. within the 12th month prior to beginning the service, the documents proving the availability of the rolling stock prototype, for testing purposes.

c) Capacity changes

As a rule, in accordance with the timescales for the submission of the path requests, changes may be requested, in respect of the overall limitations of $\pm 10\%$, compared to the capacity (given in trkm) specified by the Framework Agreement.

The upscaling of the capacity, within the limits set out above, may be granted by the IM for the first useful timetable period, subject to the availability of capacity and to compliance with the ceiling laid down in paragraph 4.4.1.1.

Following any unexpected, grounded and documented circumstances, the Applicant/RU may request, in agreement with the IM, reductions in excess of the abovementioned limit. This reduction may be granted only with the consent of the IM, by specifically amending the Agreement to this effect, which amendment shall enter into force from the first useful timetable period. The downscaled capacity shall be immediately available to the IM, in respect of the annual capacity allocation process. If the IM fails to accept the request received from the RU, and/or the latter presents train path requests that entail a reduction of capacity in excess of 10%, the RU may apply the provisions in paragraph 2.3.1.3.

For higher capacity needs, in excess of the capacity specified in the Framework Agreement and of the proposed alteration threshold, the Applicant may submit a specific request. If the IM grants the request, the capacity specified in the Agreement shall be amended, in accordance with the maximum threshold set out in paragraph 4.4.1.1, and the amendment shall enter into effect from the first useful timetable period. Changes in capacity cannot lead to changes in the time limits for the expiry of the modified Framework Agreement

If the Framework Agreement also includes ancillary services compared to the infrastructure capacity, the Applicant – for grounded and documented reasons – may request the amendment thereof, also limitedly to the part relating to the services alone.

A RU in a Framework Agreement, or indicated by a party in a Framework Agreement as the undertaking that will be operating the service on its behalf, may apply for and receive – in connection with the annual track allocation process and lacking any other requests – up to 100% of the available tracks, in terms of both lines and time slots.

d) Access to the information systems

The Applicants shall be entitled to obtain, on request and with reference to the relevant trains, access to the IM's PICWEB-RU information system, or equivalent system (for customer information purposes) (for the purpose of managing the Contracts entered into by the Applicant, if it is other than a RU, and the RUs providing the transport services), through the profiles defined consistently with the abovementioned objectives.

The list of trains concerned shall be provided by the RUs that have entered into the above mentioned relevant Access Contract. In the specific case of Regions and Autonomous Provinces, for the purpose of providing full customer information, the PICWEB-RU or equivalent system shall provide information on the delays of all passenger trains serving the region.

The charge for accessing the systems by the Applicants shall be specified in the following paragraph 6.3.4.1 and the related amount shall be paid to the IM by the RU actually providing the transport service and shall be regulated under the Access Contract or on the basis of specific agreements concluded by the Applicant and the IM.

On request, in connection with the entry into force of the new timetable, the IM shall deliver to the RU a list of the trains included in the capacity referred to in the Framework Agreement, specifying the relevant access charge (toll). In the case of Regions and Autonomous Provinces, the IM shall also deliver, on request, a paper copy of the timetable, for the lines of interest, including all the trains running thereon, with the only indication of the relevant type.

2.3.1.1 Performance Bond

The Applicant's (RU) commitment to utilise the capacity set out in the Framework Agreement, and to correctly abide by the obligations arising from each access contract signed for each year of the term of the said Framework Agreement (except if exempted, in accordance with paragraph 2.3.2.2 below), shall be secured by a performance bond – taken out with a bank or insurance company, to the benefit of the IM – to be submitted within 30 working days from the date of signing and covering the entire duration thereof.

The bond shall be equal to 10% of the value of the infrastructure charge, to be determined for the year with the highest volumes, based on the average charge for each market segment and, in any case, for no more than € 20,000,000.00 (twenty million euros).

The ratings of the issuing bank/insurer are published in the "Servizi e Mercato" Section of the RFI website.

If, in the period of validity of the bond, the bank/insurer issuing it is downgraded the RU shall, within 60 days from the IM's request, replace the issuing bank/insurer with another bank/insurer conforming to the IM's requirements.

The form and content of the bond shall comply with the IM's requirements, and the applicable regulations, and shall be:

- enforceable "on demand";
- provide that the payment be made no later than 30 days after receipt of the demand in writing;
- provide for the waiver of the right of discussion of the promisor, regardless of article 1944 of the Civil Code;
- provide the explicit waiver of the bank/insurer to take exemption to the lapse of the terms referred to in article 1957 of the Civil Code.

In the event the IM (partially or wholly) enforces the bond, the Applicant undertakes to restore it to the original amount and submit the relative documentation to the IM, within 1 month from the enforcement.

No later than 180 calendar days after the expiry of the Framework Agreement, the IM shall return the original bond to the RU, provided that there are no unresolved disputes or claims and outstanding debts or indemnities due to the IM at the termination of the Framework Agreement.

Instead of submitting the performance bond herein, the Applicant may choose to pay to the IM a sum equal to the amount of the bond into a dedicated account opened by the IM, which, if the Applicant then fails to comply with its obligations, the IM may use as full or partial compensation.

The Regions, Autonomous Provinces and other local authorities are exempt from the requirement to provide bank guarantees within the above mentioned deadlines. During the definition of the Framework Agreements with the said parties, the commitments and liabilities for ensuring the proper and effective performance of the Agreements shall in any case be regulated.

2.3.1.2 No Assignment

Any infrastructure capacity allocated to an Applicant under the terms of a Framework Agreement shall not be allocated, even in part, to another Applicant. Use of the capacity by an RU for operating the transport service on behalf of an Applicant that is not an RU shall not be considered an allocation.

2.3.1.3 Termination of Contract

Without prejudice to the general provisions of the Italian Civil Code on the termination of contracts, the Framework Agreement shall be deemed to be terminated – in pursuance of and according to Article 1456 of the Italian Civil Code – in the following cases:

- a) violation of the antimafia legislation;
- b) failure to appoint the RU, in accordance with paragraph 2.3.1 "Conclusion and subsequent formalities";
- c) failure to request - for each year of the term of the Framework Agreement - the train paths corresponding to the capacity characteristics under the Framework Agreement, in accordance with the timeframe and procedures referred to in paragraph 4.3.2;
- d) failure by the Applicant (if a RU) or the RU appointed by the Applicant, to enter into a Access Contract - for each year of the term of the Framework Agreement - concerning the train paths notified by the IM, in accordance with paragraph 4.4.6, as long as they are objectively consistent with the capacity characteristics under the Framework Agreement;
- e) violation of the preceding no assignment clause (paragraph 2.3.1.2);
- f) any other termination condition contemplated in the Framework Agreement;
- g) failed or delayed presentation by the Applicant (if a RU), or by the designated undertaking, of the documents referred to paragraph 2.3.1, letter b), points 8 and 9;

- h) termination of the access contract due to the Applicant (if a RU) or the designated RU;
 - i) failed establishment (or re-establishment/adjustment) of the bond referred to in paragraph 2.3.1.1 above.
- In the above-mentioned cases, legal termination of the contract shall occur after notification by the IM, to be forwarded by registered letter with proof of receipt.

In all cases of termination through fault of the Applicant, the IM shall enforce the performance bond, provided in accordance with paragraph 2.3.1.1 above, as damages with respect to the contract, without prejudice to any other indemnity that may be due.

The capacity under the terminated Framework Agreement shall be made available to the other Applicants.

2.3.2 Access Contracts

Railway undertakings holding a suitable Licence and Safety Certificate for passenger and freight services are required to enter into separate access contracts, if they intend to carry on both types of transport services.

2.3.2.1 Documents, Formalities and Timescale for the conclusion of access contracts between the IM and the RU (updated in December 2019)

On obtaining the availability of the train paths and services, according to the process stipulated in Section 4 hereunder, the Railway Undertaking shall produce the documents as follows, in order to formalize the Access Contract of the infrastructure, which is the formal document for the allocation of train paths and services:

- a certified true copy of the suitable Licence for the services it intends to provide (or a statement of the unaltered validity and characteristics of the licence), signed by the legal representative;
- a certified true copy of the entitlement document, if required under the applicable regulations;
- a statement replacing the certificate of registration with the Chamber of Commerce, according to the layout indicated by the IM. This statement shall also contain a reference to the power of attorney, or similar instruments, connected with the conclusion and signing of the contracts;
- a declaration of cover issued by the insurance Company, consistently with the format indicated by the IM in annex 5 hereto or a certified true copy of the insurance policy (the copy must be accompanied by a certificate of conformity to the original document), consistently with paragraph 2.3.2.3 herein;
- a list of contacts – including their address, position, name and telephone number – appointed to provide and receive communications relating to: new requests for paths and services, postponement of train departures, requests for additional stops, changes to train formation (as compared to those relating to the allocated paths), non-usage of allocated paths, notification of path variations or cancellations by the IM, train accidents, strikes, clearance of blockages, information systems, verification of the delivered services, reporting of delivered services and billings, deployment of back-up/emergency vehicles and rolling stock, in accordance with paragraph 2.4.7.

These documents must be received by the IM within the timescales as follow, in respect of the start date of the service:

- a. at least 45 calendar days, in the case of agreements relating to the next timetable period (except in the case of a RU appointed by an applicant that is other than a RU, in which case the documents must be received within 20 calendar days);
- b. at least 15 calendar days, in the case of agreements entered into during a working timetable period.

In case of missing documentation, it shall be presented no later than the mandatory time limit of 15 calendar days prior to the entry into force of the working timetable (in the case of the agreements referred to under letter a) or 12 calendar days prior to the inception of the transport service (in the case of the agreements referred to under letter b).

The IM, having received the above mentioned documentation, shall send the contract proposal to the RU, including all the technical and economic annexes, notifying the date and time for returning the proposal signed by way of full acknowledgement, strictly within 5 calendar days from the start of the service. Solely in the case of the agreements referred to in (b) above, the IM must send the draft agreement to the RU within 10 calendar days from the start of the service.

If the RU fails to return its full acceptance of the contract proposal, or to produce substantiated comments within the deadline notified by the IM, the latter shall fix a mandatory time limit within which to conclude the contract, beyond which the right to utilise the allocated capacity shall be forfeited, and the RU shall be obliged to pay the amounts due in the case of failure to conclude the contract, within 15 calendar days from the date of issuing of the bill by the IM.

In the case of delays in the presentation of the documents, or if any documents are missing or differ from those requested, as well as in the case of failed acceptance of the contract within the above mentioned deadlines, the conclusion of the agreement may be postponed and the inception of the service delayed, without the RU being entitled to file claims and/or complaints against the IM, in connection therewith.

2.3.2.1.1 Any further formalities for contract conclusion purposes

If, at 15 November of each year, the RU has failed to pay the amounts due on this date for the services provided under the (applicable or previous years') access contract, it shall be required, within the 30 November of the same year, to:

- settle the amounts due,

or, alternatively, to:

- submit a payment plan - entirely covered by a guarantee taken out with a bank/insurer – with respect to the outstanding amounts, with the undertaking to settle them no later than the date of the first settlement invoice under the new contract and to take out the bond in connection with the conclusion of the contract for the next timetable period, in accordance with paragraph 2.3.2.2.

The failure to comply with these formalities shall entail the non-conclusion of the infrastructure Access Contract for the next timetable period and the consequent request of the rules relating to the failure to conclude the contract (see paragraphs 4.6.1 and 4.6.2).

In the case of failure to conclude the contract, the IM shall be entitled to allocate the relevant capacity to another RU.

2.3.2.2 Performance bond

The credit rating threshold values requested from the RUs are given in the “Servizi e Mercato” Section of the RFI website, in accordance with the Implementing Regulation (EU) No. 2015/10.

If the RU has no rating, or if the credit rating of the RU (as provided by a specialised agency) is below the threshold values set out in the RFI website, it must provide a performance bond (issued by a bank or an insurance company) in order to partially guarantee the payment of the consideration and other sums due under the rail access contract, as well as damage claims, in connection with any default arising out of the contract. The amount of the performance bond is equal to the value of the charges and services estimated for one month of the operating schedule, as set out in the relevant contract.

If the performance bond relating to the contract is provided for the purposes set out in paragraph 2.3.2.1.1 above, the relevant amount shall be equal to the value of the charges and services estimated for two months of the operating schedule, as set out in the relevant contract.

However, the RUs that, although they lack or rating, or their rating is below the threshold mentioned above, have nevertheless concluded an access contract for at least two working timetables immediately prior to the reference timetables, are exempted from providing the performance bond, provided that they have not defaulted with regard to the payment of the invoices. However, if the amount of the performance bond, determined as mentioned above, is equal to or below 1,000 euros, then it shall not be required.

If a RU is required to provide a performance bond, it may alternatively decide to pay to the IM an amount equal to the charges and services estimated for one/two months of the operating schedule, depending on which of the two above mentioned cases applies.

If the RU that is a party to a Framework Agreement, it shall provide a performance bond in connection with the access contract solely for the part that exceeds the value of the bond provided pursuant to paragraph 2.3.1.1, in connection with the conclusion of the Framework Agreement.

2.3.2.2.1 Performance bonds: procedure and content

The performance bond, or alternatively, the payment of the monthly charge(s), in relation to the operating schedule, shall be provided 30 working days after the conclusion of the contract.

If, during the term of the bond, the bank/insurer issuing it is downgraded the RU shall, within 60 days from the IM's request, replace the issuing bank/insurer with another bank/insurer conforming to the IM's requirements.

The performance bond shall provide for an expiry date of no less than 180 (one hundred and eighty) calendar days from the termination of the contract. The form and content of the bond shall comply with the IM's requirements, shall be authenticated in accordance with the law, and shall be:

- enforceable "on demand";
- provide that the payment be made no later than 30 days after receipt of the demand in writing;
- provide for the express waiver of the right of discussion of the promisor, regardless of article 1944 of the Civil Code;
- provide the explicit waiver of the bank/insurer to take exemption to the lapse of the terms referred to in article 1957 of the Civil Code.

In the event the IM (partially or wholly) enforces the bond, the Applicant undertakes to restore it to the original amount and submit the relative documentation to the IM, within 30 (thirty) calendar days from the enforcement.

No later than 180 (one hundred and eighty) calendar days after the expiry of the Access Contract, the IM shall return the original bond to the RU, accompanied by a statement discharging the RU from any further liability in connection therewith, provided that there are no unresolved disputes or claims and outstanding debts or indemnities due to the IM at the termination of the Contract.

2.3.2.3 Insurance covers (updated in December 2019)

As regards insurance covers, in connection with the performance of the Access Contract, the IM warrants and represents that it has taken out the insurance policies as follows, and undertakes to maintain them, or any other equivalent policies, for the entire term of the Contract:

- **Third party liability**, covering all the operations carried out by the IM and any related damage sustained by the RU, its customers and third parties: limit of liability of 300 million euros per event per year;
- **Carrier's liability**, taken out only if it carries out freight services, also on limited line sections, directly on behalf of the RU (unit train) and/or in the capacity of maritime carrier: limit of liability of 10 million euros per event per year.

The RU undertakes to take out the insurance policies as follows, on its own initiative and at its own expense, with the characteristics specified hereinafter at least, and to maintain them for the entire term of the Access Contract:

- **Third party liability**, covering any damage sustained by the IM, the other RUs and their customers and third parties: limit of liability, for each RU, of 100 million euros per event and per year.

Allowed sublimits:

- indirect damage € 10 m;
- damage to third parties caused by fire € 2 m;
- accidental pollution € 2.5 m. In the case of RUs whose safety certificate entitles them to carry dangerous or explosive goods and/or chemical substances, the sublimit shall not be less than € 7.5 m.

No additional sub-limits are allowed for damages related to the performance of the activity covered by the contract.

The rating of the issuing banks/insurers shall be published on the RFI website in the "Servizi e Mercato" Section. The above mentioned policy shall cover any risk related to all the types of transport set out in the safety certificate held by the RU, regardless of the goods it is carrying, besides all the activities carried out by the RU on the National Rail Infrastructure and in the IM's facilities.

This policy shall:

1. contain the undertaking, by the Insurer, to notify to the IM, by registered mail with proof of receipt, any circumstances vitiating the validity of the policies themselves, in particular, the failure to pay the premium and/or to renew the policy on expiry;
2. if the RU has already taken out one or more insurance policies for a limit of liability consistent with the minimum requirements provided for hereunder, instead of the full insurance policy a rider/statement by the Insurer may be accepted declaring that:
 - the cover also applies to the activities under the present agreement;
 - we are acquainted with this clause;
 - the policy conditions fully comply with the provisions set out in the NS.

The above-mentioned declaration shall also feature an annex containing the list of exclusions and sublimits provided for in the policy; these documents shall be counter-signed by the Railway Undertaking;

3. be written in the Italian language; any policies or other documents issued in any other language shall be entirely translated by the Insurer itself or carry a note of consistency/acceptance by the issuing Insurer, if it has been translated by others. In the event of challenges/disputes the Italian version shall prevail;
4. make reference also to the international agreements (e.g. CIV, RIV, AIM Reg. EC n. 1371/2007) and to the access conditions to the service provided, as stipulated in Section 2 hereof; the contracting party shall be obliged to update the Insurer on any amendments to the international rules/agreements; the failure to notify this information by the contracting party, or the notification of inaccurate information, shall not entail the forfeiture of the claimant's right to indemnification;
5. in the case at least 60% of the limit of liability is paid out during the term of the policy, this shall be topped up within 5 days of the Insurer's request;
6. provide for territorial extension, covering at least the entire territory of Italy, in the case of the RUs whose safety certificate provides for the possibility of access to network connecting stations, the validity of the policy shall also be extended to cover the line sections managed by the IM in the foreign territory up to the above mentioned stations;
7. provide for the express waiver, by the Insurer, of the right of subrogation under Article 1916 of the Civil Code, in respect of the persons for which the parties (RFI and any RUs involved in an accident) are responsible under the law, excepting the case of fraud and wilful deceit;
8. provide that the Insurer undertakes, also before liability is investigated and ascertained, to implement claims payment procedures, under the policies, simply on presentation of a claim by the damaged parties (also if the claim is made directly against the insured), without prejudice to the fact that the insurance contract is not an autonomous performance bond arrangement. This clause shall not concern any actions for recovery brought against the liable party.

The provisions in points (1) to (6) also apply to the Third-party Liability policy taken out by the IM.

For third-party liability insurance cover purposes, the RU may:

- take out and produce a single insurance policy for the entire required limit of liability (100 million euros), or, alternatively,
- spread the amount required for the limit of liability (100 million) over a number of "layers", with the possibility of proportionally splitting among the policies the amount provided for the allowed sublimits. The RU may also provide one or more collective policies subscribed together with other RUs.

- **Third-party liability insurance for access contracts relating only to network connecting stations – Annex 1b to Section 2**

The above mentioned policy shall feature a limit of liability reduced to 20 million euros per event per year. Otherwise, it shall include the same clauses referred to in paragraphs 1), 2), 3), 4), 5) and 7) above; the clause referred to in paragraph 8) is optional; the extension of territory referred to in paragraph 6) shall include the territories stipulated in each specific contract.

- **Third-party liability insurance for access contracts to the rail infrastructure relating only to the border sections (from the border to the network connecting station) – Annex 1c to Section 2**

In order to cover any damage resulting from civil liability, in connection with train services only along the border sections of the network, it shall be sufficient to extend the minimum covers provided for by the IM of the neighbouring network of origin of the train to the sections travelled in Italian territory. To demonstrate the territorial extension of the said covers, the RU may submit only the annex or statement of validity issued by the insurer or surety.

Taking out the policies in accordance with this paragraph shall in no case limit liability for amounts in excess of the minimum limits specified above. This principle shall apply, with no exceptions, to all the parties concerned, including the IM.

Any exclusions and/or uncovered events provided in the policies shall be charged exclusively to the contracting party of the individual insurance contract.

The IM shall be entitled, at any time, to view the original insurance policies taken out by the RU.

The insurance policies shall be taken out exclusively with prime EU-based insurance companies.

If possible, the RUs shall be able to request activation of the IM's procedures for placement of the insurance risk on the market, in accordance with the Access Contract, and the related insurance premiums shall be charged to the RU.

2.3.2.4 Obligations of a RU on termination of the agreement

On termination of the Access Contract, on its expiry or for any early termination reason, the RU shall be obliged to carry out the IM's instructions relating to the clearance and removal of its rolling stock and vehicles and any other related operation.

In the event the RU fails to comply with the IM's instructions, the latter shall be authorized to take any measure deemed necessary for clearance and removing the RU's rolling stock and vehicles and shall charge the costs thus incurred to the RU. The IM shall be entitled to enforce the performance bond, in accordance with paragraph 2.3.2.2, to recover its expenses.

2.3.2.5 Limitations to services in the case of default

In the case of the failure to pay any amounts equal to at least 10% of the applicable access contract value, except in the case the debt is secured by the performance bonds referred to in paragraph 2.3.2.2 above or by a debt rescheduling plan secured by a guarantee, the IM shall send a formal request to pay within a deadline of no more than 10 calendar days. If the undertaking is still defaulting after the expiry of this deadline, the IM shall not establish and release any paths requested by the defaulting RU.

In the event of default of at least 20% of the contract value, the provisions set out in paragraph 2.3.2.6 (b).

In order to determine the above mentioned amount invoices still outstanding at their natural due date shall be taken into account, in relation to the contract in force and/or any contracts entered into in connection with the previous year's working timetable.

2.3.2.6 Contract Termination

Without prejudice to the general provisions of the Italian Civil Code on the termination of contracts, the Contract shall be deemed to be terminated – in pursuance of and according to Article 1456 of the Italian Civil Code – in the following cases:

- a) the violation of any of the statutes constituting the anti-mafia legislation;
- b) the failure to pay an amount of at least 20% of the value of the contract in force, except in the case the debt is secured by the performance bonds referred to in paragraph 2.3.2.2 above or by a debt rescheduling plan secured by a guarantee; in order to determine the above mentioned amount invoices still outstanding at their natural due date shall be taken into account, in relation to the contract in force and/or any contracts entered into in connection with the previous year's working timetable;
- c) the failure to provide or to restore/adjust the "Performance Bond" referred to in paragraph 2.3.2.2;

- d) the refusal or failure to submit insurance policies, the refusal to adapt the limits of liability to the minimum amounts indicated or the ascertained failure to provide the mandatory cover envisaged for the “Insurance” referred to in paragraph 2.3.2.3;
- e) the serious violation of any of the duties incumbent on the RU, under paragraphs 2.3.3.3;
- f) the violation of the infrastructure clearance obligations, as determined in accordance with paragraph 2.4.7.3;
- g) the violation of the prohibition to assign the Access Contract or transfer the capacity in any other form;
- h) the withdrawal of the licence or Safety Certificate and, when required by the applicable legislation, the withdrawal of the entitlement document;
- i) the making of amendments to the licence or Safety Certificate (and, when required, to the entitlement document), which would prevent the delivery of the services under the Access Contract. If the amendment of the licence or safety certificate (and, when required, of the entitlement document) has the effect of enabling the RU to utilise only some of the allocated paths, the termination shall concern only the part of the Contract actually affected by the measure;
- j) any other termination circumstance envisaged under the Access Contract.

In the abovementioned circumstances, the termination of the Access Contract shall take place, to all effects and purposes, after a notice has been sent by the IM, by registered letter with proof of receipt.

With regard to the termination specifically referred to in the foregoing letter b), the IM shall send the RU concerned a formal notice of the failure to pay the amounts due, which notice shall contain the following: a) an injunction to comply with its payment obligations within 30 days; b) the reservation of the right to terminate the contract, under the express termination clause, if the RU fails to comply within the deadline set out in the preceding paragraph (a).

In all the circumstances involving termination of the Access Contract, whether it be pursuant to Article 1456 of the Italian Civil Code or under other provisions of this NS or other applicable legislation, the RU shall be obliged to pay to the IM, as compensation for its failure to perform its obligations, a sum equal to the amount of the monthly charges for utilisation of the railway infrastructure, which the RU would have had to pay to the IM until the expiry of the relevant agreement. Therefore, the IM will enforce the performance bond, taken out in accordance with paragraph 2.3.2.2 above, without prejudice to the right of indemnity for any further damage.

2.3.2.7 Suspension of the Access Contract

In the event the licence is suspended, the validity of the Access Contract shall also be automatically suspended with the consequent suspension of the RU’s obligation to pay the charges agreed to.

However, if the suspension of the licence is ascribable to the RU, it shall be required to pay the amount specified in paragraph 4.6.3 in the case of cancellation notified up to 5 days and commensurate with the type of network concerned, and relating to each non-used path during the period of suspension.

Moreover, if the suspension of the licence is followed by the amendment or withdrawal thereof, the Access Contract shall be deemed to be terminated on the date of amendment or withdrawal and the provisions stipulated in the preceding paragraph shall apply relating to the termination of contract through the fault of the RU.

2.3.3 Obligations of the IM and the RUs during the term of the Contract

2.3.3.1 Joint Duties

In order to ensure the proper performance of the Access Contract, the parties undertake to cooperate by exchanging any information and taking any necessary or useful measures to ensure regularity of services.

The official language to be used for communications or exchanging information is Italian. In this respect, the RU guarantees that its staff has sufficient knowledge of this language to ensure full compliance with the written and/or oral safety instructions and for exchanging information, under both normal or disrupted operating conditions.

The parties undertake to maintain the confidentiality, *vis-à-vis* any third parties, of the data, information, documents and studies with which they have become acquainted, in connection with the performance of the Access Contract, without prejudice to the cases expressly provided for under the applicable legislation.

Each party shall consider all the documents, plans and other commercial or technical data received from the other, or which has come to their knowledge in connection with the performance of the agreement, as strictly confidential, and undertakes to utilise them solely for the purposes agreed to.

The information related to each agreement shall be divulged solely to the contracting RU; the RUs shall then take on the responsibility of making any disclosures to third parties.

2.3.3.2 IM's Obligations

The IM undertakes to:

- make available the railway infrastructure to the International Groupings of Railway Undertakings and the RU, according to the procedures provided for under the applicable legislation and this network statement, and provide the services indicated in Section 5, in conformity with principles of non-discrimination, transparency and fairness, in order to assure the efficient management of the relevant network and optimise capacity utilisation;
- ensure that the railway infrastructure made available to the RUs shall, under normal operating conditions, be accessible, functional and qualitatively appropriate, in its entirety, both at the stations and on the tracks, for the orderly, safe and punctual operation of the train services.
In the event of the deterioration of the railway infrastructure, the IM shall immediately implement the necessary service measures for apportioning the residual capacity jointly with the undertakings concerned.
The IM shall also assure the maintenance and cleanliness of the public spaces in passenger stations, with reference to the quality indicators and standards established by the applicable RFI Service Charter;
- make available to the RU the technical and safety regulations and keep it informed of any amendments and/or additions thereto, with at least fifteen calendar days notice prior to they enter into force;
- inform the general public and passengers, in a consistent and uniform manner, about the trains and timetables of all the RUs, using the communication and visual methods (logos and written notices) with regard to both the trains and the service timetables of the different RUs. The same objective shall be achieved by means of passenger announcements in stations, signs and notices and station monitors;
- comply with the provisions and instructions issued by the ANSF (National Railway Safety Agency) and TRA;
- implement a Safety Management system, in accordance with the applicable regulations.

2.3.3.3 RU's obligations

When using the railway infrastructure, the RU shall:

- abide by and comply with the provisions and requirements laid down by the ANSF, TRA and IM;
- utilise only type-approved and registered towing and towed rolling stock for its operations;
- utilise the said rolling stock consistently with the instructions provided by the manufacturer and with any restrictions/requirements laid down during the technical qualification process, with the utilise profile thereof and in accordance with the provisions and procedures issued by the RU itself and notified to the Agenzia Nazionale per la Sicurezza Ferroviaria (ANSF), in connection with the registration process;
- perform its operations on the National Rail Network in accordance with the applicable regulatory framework and the Safety Certificate granted by the ANSF, i.e. the National Railway Safety Agency;
- assure that the personnel responsible for driving, accompanying, supervising and composing the trains, possesses the physical and professional requirements envisaged under the applicable regulations and aimed at ensuring the knowledge of and full compliance with the operating and safety regulations applied by the IM, both in ordinary and exceptional operating conditions;

- assume full and exclusive responsibility for the rolling stock used, vis-à-vis the customers and the Authorities, conditional on the IM's having approved its operating services on the railway infrastructure;
- implement a Safety Management System, in accordance with the applicable regulations;
- not alter the characteristics of the licence and the safety certificate, on the basis of which it has been qualified to perform the operations under the Access Contract, during the term thereof;
- promptly notify the IM and suspend its services, even of its own accord if the circumstances so require, in the event of any measures requiring the suspension, withdrawal or amendment of the licence or entitlement document;
- promptly notify the IM of any events or circumstances occurring when the safety certificate was issued, taking the necessary steps to suspend its services, even of its own accord if the circumstances so require;
- abide by and comply with the instructions imparted by the IM at the time of the train departure and during the journey;
- provide the useful information for the proper and punctual request of the agreement during the delivery of its services;
- utilise the path(s) as stipulated in the daily schedule of services, in accordance with the path planning specifications, such as:
 - type of locomotive;
 - type of hauled rolling stock, indicating the speed, vehicle rank and braking system;
 - hauled mass;
 - axle mass;
 - braked mass percentage;
 - length of train;
 - full functionality of the redundant systems on board the trains.
- allow, at no expense for the IM, access to the driver's cabin of its rolling stock by the IM's personnel responsible for carrying out scheduled/special inspections of the infrastructure's maintenance conditions, in accordance with the ad hoc Procedure issued by the IM pursuant to article 3 of Decree 5/2010 of the ANSF;
- make available to the IM, if strictly necessary and on the latter's substantiated request, the data recorded by the ETZ (Electronic Tachograph Zones of the train event recorders) and JRU (Juridical Recorder Unit) devices;
- carry out, in agreement with the IM, the necessary joint emergency actions referred to in par. 2.4.4.1.

If, on the RU's request, a stop is planned for a train whose length exceeds the maximum length of the station platform, the RU shall undertake the necessary measures – on its own initiative, at its own expense and under its own responsibility – to ensure the safety conditions of the train, the passengers and the infrastructure, restricting the boarding/alighting of passengers solely to the carriages standing alongside the platform. In any case, the train formation shall conform to the yard's technical characteristics.

The IM shall not be liable for the custody and, therefore, shall not be responsible for any damage/loss to, failure, theft or misappropriation of the rolling stock, or other equipment owned by the RU, or goods carried by the RU, while parked/stationed at the IM's yards.

2.3.3.4 Information to be provided by the RUs before and during the transport services

The RU is obliged to communicate to the IM all the information relating to the paths concerned by the schedule of services, in accordance with the applicable regulations, as follows:

- changes to the train operation and service delivery schedules;
- deterioration of the rolling stock, including congestion conditions entailing speed reductions or excessive stop times in connection with passenger service stops;
- composition of the freight trains (including information on the loading gauge and axle weight of the trains);

- presence of exceptional transports and/or dangerous goods in the train composition, specifying, in the latter case, the position and registration number of the wagons concerned;
- composition of passenger trains and the direction of the rolling stock.

The above mentioned information must be notified, by the RUs, either by electronically interfacing through the PIC WEB portal or by directly entering the information into the PIC WEB portal, unless it can be proved that the system had failed or was unavailable (in which case requests received via the instruments indicated by the accredited contact of the IM shall be accepted).

The economic consequences entailed by changes to the schedule shall be charged to the RU, as detailed later on.

2.3.3.5 Information to be provided by the IM before and during the transport services, in respect of capacity reductions (updated in December 2019)

1. Within 24 months prior to the entry into force of the timetable the IM shall publish, in the ePIR portal, the schedule of the maintenance/upgrading works that could entail a reduction of capacity during the timetable period (indicating the relevant period), in respect of the following cases:
 - a) unavailability of capacity for more than 7 consecutive days, with detours/cancellations of at least 30% of the scheduled services in the section concerned by the works;
 - b) unavailability of capacity for more than 7 consecutive days of any mainline tracks.

The IM shall send the programme relating to the capacity reductions mentioned above at least 25 months prior to the entry into force of the timetable to all the Applicants and the neighbouring IMs, if directly affected. In the event of the unavailability of capacity for periods in excess of 30 consecutive days, providing for detours/cancellations of at least 50% of the scheduled services, the IM shall provide - on request, during the consultation process - an alternative programme of unavailability.

The IM shall take into account the observations received during the publication stage at X-24, providing for any ad-hoc meetings.

Regarding the reductions of capacity referred to in point 2, the IM, 19 months before the entry into force of the timetable, shall send to all the Applicants and the neighbouring IM's, if directly affected, an updated programme for a second round of consultation and shall then publish - within 18 months - the amended schedule in the ePIR portal, based on a coordination with the neighbouring infrastructure managers and the observations received during the second consultation with the Applicants.

2. Within 12 months prior to the entry into force of the timetable the IM shall publish, in the ePIR portal:
 - a) the final programmes (timeline, type of reduction of capacity) referred to in point 1 above, also based on the coordination with the neighbouring infrastructure managers and the observations received during the second consultation with the Applicants;
 - b) the capacity unavailability programmes for 7 days or more, with detours/cancellations of at least 50% of the scheduled services on the infrastructure section concerned by the works.
 - c) updates the capacity requirements for maintenance (IPO) valid for the entire duration of the timetable, with the relative periodicity. The choice of the period, night or day, is made by the IM based on the traffic trend over time (daily/seasonal), with the aim of maximising the capacity of the routes concerned while also taking into consideration the possibility of use of alternative routes.

The IM shall send the programme relating to the capacity reductions mentioned above at least 13.5 months prior to the entry into force of the timetable to all the Applicants and the neighbouring IMs, if directly affected. The IM shall take into account the observations received during the publication stage at X-12, providing for any ad-hoc meetings with the RU and the Stakeholders, especially in relation to the new unavailable sections referred to in 2(b).

The consolidated unavailable line sections shall be taken into account during the timetabling process, albeit consistently with the level of consolidation of the activities.

3. Within 9 months from the entry into force of the timetable, the IM provides, through the ePIR portal, the consolidated scenario and the model of operation of the most relevant infrastructural works referred to in

points 2a) and 2b) above, in order to allow Applicants to formulate requests for capacity appropriate to the infrastructural scenario.

Capacity requests received after publication on the ePIR portal by the deadline set in par. 4.3.2 of the NS will be treated as part of the harmonisation process aimed at the July hourly project.

4. Within 6 months before the entry into force of the timetable, the IM, via the ePIR portal:
 - a) announces the consolidated scenario and the operating model of the infrastructural works not disclosed in the previous point 3). The operating model, appropriately shared with the Applicants of the routes within the time harmonisation process, will be included in the definitive timetable project.
 - b) publishes the unavailability programs, which provide for the deviation/cancellation of the planned offer in the infrastructural line affected by the works in a percentage measure higher than 10% and lower than the thresholds referred to in the previous points, providing ad hoc meetings for the consultation of the RUs involved;
 - c) provides the RUs with a general report on the future contingency plans relating to the unavailability published in points 2a) and 2b). The aforementioned contingency plans will subsequently be detailed and shared close to the activation of the related interruptions due to both the definition of the service timetable and to take into account the subsequent changes in service programming carried out by the RUs as well as the critical issues that emerged during the circulation management phase.

The IM shall publish any other lower-impact restriction of capacity, below the above mentioned thresholds, that is known and consolidated with a reasonable degree of certainty at the time of the publishing of the ePIR portal.

5. The reductions of capacity shall be specified in the ePIR portal, indicating the section and period of execution of the works, with an estimate of the effects on capacity (possibility of route limitations, re-routing or detours, timetable changes, non-release of the paths, etc.), including the volume of service cancellations/detours, in accordance with the Delegated Decision 2017/2075, the final details of which shall be known at the delivery of the timetable. Any alternative routes will be specified to enable the RU to proceed consistently during the path request period. Failure to indicate the estimate or the final value of the volume of traffic cancelled/diverted implies the lack of validity of the communication of the relative unavailability.
6. The percentage service detours/cancellations is calculated taking into account the applicable supply model and the increased services already known for the period of unavailability, with reference to the day with the highest number of services scheduled within the period of the temporary capacity reduction (if the suspension concerns workdays and holidays, the choice must fall on the workday with the highest number of scheduled services; if the suspension concerns holidays, the holiday day with the highest number of scheduled services must be chosen).
7. The works of the type referred to in point 4 above, which it has not been possible to publish at least six months prior to the start of the working timetable, shall be notified to the Applicants with at least 180 days notice prior to the start date of the works.
8. Regarding the works of the type referred to in point 4b) above (and not included in the timetable of services), regarding which the publishing timelines have been complied with, and regarding the minor works, which are not subject to any publishing obligations, the IM shall comply with the timelines detailed in the following points, when preparing the necessary capacity reduction measures.
9. The operating schedule for unavailability (paths concerned by the works, start and end date of the works, any service limitations arising in connection with the works, foreseeable major timetable services, any path cancellations and available alternative paths) must be notified to the RUs concerned:
 - a) at least 120 days beforehand, for passenger services;
 - b) at least 60 days beforehand, for freight services.

The RU, within 15 calendar days from receiving the information addressed to all the accredited contacts indicated by the RU, as referred to in (a) and (b) of point 9, may formulate observations and/or amendment proposals, in respect of the later preparation of the scheduling measures (VCO). If no answer is provided within the indicated deadline, GI will carry out the measure.

10. The scheduling measures (VCO) shall be delivered by the IM:
 - at least 60 days prior to the first transport service, in the case of the trains referred to in point 9a) above;

- at least 30 days prior to the first transport service, in the case of the trains referred to in point 9b) above.
11. Within 10 days from receiving the new paths, the RU may request changes to be made if the released path differs from the agreed path, as provided in point 9, for the elements arising during the preparation of the scheduling measures.
 12. The IM shall notify to the RU, in specific lists attached to the access contract, the paths scheduled in the IPO, highlighting the sections where this shall take place.
 13. The IM shall notify with at least 10 days prior notice to the RU the scheduled delays (not included in point 12) arising out of capacity reductions that do not require the release of a new path in the VCO.
 14. The IM shall always provide for the issuing of VCOs for passenger trains in the wake of one or more scheduled capacity reductions (not due to force majeure events), as provided in point 9, in the following cases:
 - Daytime long distance trains
 - delays > 30' on the entire path;
 - delays > 10' on the entire path, for more than 7 consecutive days.
 - Night long distance trains
 - delays > 60' on the entire path in the more commercially important stations (following discussions with the RU);
 - Regional trains
 - delays > 30' on the entire path;
 - delays > 15' on the entire path, for more than 5 consecutive days;
 - delays > 10' on the entire path, for more than 10 consecutive days.
 15. The IM - in the event of large-scale urgent works for security purposes - may make the infrastructure temporarily unavailable while notifying, where possible, the RU with at least 7 days' notice.
 16. When the need to perform works is due to unexpected or force majeure events, requiring the taking of immediate actions that cannot be postponed, and as a result of which it is necessary to change the paths set out in the relevant agreements, the IM shall provide information to the RU on the matters set out in point 9 above, with as much advance notice as possible in respect of the commencement date of the works.
 17. The IM shall notify the RUs, via a registration in the PIC platform, of the deterioration of the rail infrastructure such as to entail a reduction of the capacity of the lines or facilities or such as to generally cause the trains to reduce their speed.
 18. In the event of anomalous situations, the IM shall provide information relating to the conditions of the infrastructure and the situation of the train services, at both the departure of the trains from the facility/station, and during the journey, and, at the request of the RU and - where permitted by the instruments of the IM - the position of the trains themselves.

2.3.3.6 Economic consequences in the case of failed compliance with the information obligations/responsibility of the IM (updated in December 2019)

The IM will be required to pay a penalty of 30% of the charge for the entire scheduled path, or a part thereof, depending on whether the cancellation is full or partial, in the following cases:

- a) in the event the IM fails to comply with any of the obligations under points 2 to 9 of paragraph 2.3.3.5 above if the engineering works entail the cancellation of any paths;
- b) in all other cases in which the responsibility of the IM is determined, with respect to the (total or partial) cancellation of one or more contract paths.

If, in cases a) and b), the total or partial cancellation of the paths is made between 4 days and the departure time of the train, the penalty incurred by the IM shall be 60% of the charge for the entire scheduled path, or a part thereof.

If any trains are rerouted on an alternative path or the scheduled route is changed, for reasons for which the RU is not responsible, the path reporting process, after the alteration of the route, is calculated based on the value

of the access charge for the original route, provided that the latter is less costly than the route effectively used. In any case, the RU may refuse any alterations to the original schedule and alternatively request the total or partial cancellation of the path(s) concerned, without this entailing the financial consequences referred to in paragraph 4.6.3.

With a view to the request of the Performance Scheme (paragraph 6.5 and annexes), in respect of the paths referred to in point 13 of paragraph 2.3.3.5 above, the delays built up on the paths shall be excluded, in accordance with the attachment to the Access Contract.

In the event of the extraordinary maintenance works (including any works for compliance with the applicable safety standards, in connection with the resumption of railway services) following landslides and/or other natural disasters, this shall be notified to the RUs without the IM incurring penalties or any other charges.

In the event of the performance of works made necessary through the responsibility of the RU, subject to the obligation by the IM to provide the information detailed in point 9 of paragraph 2.3.3.5 above, the economic effects thereof shall be charged to the RU causing them.

2.3.3.7 Information and cooperation with the IM (updated in December 2019)

The RU is obliged to exchange information with the IM and, if necessary, provide the utmost cooperation and assistance in the implementation of the necessary measures for controlling the risks related to its operations (Dlgs 50/2019). Such measures shall be motivated and promptly notified to the ANSF.

In request of article 4 of Commission Regulation (EU) No 1078/2012 of 16 November 2012 on a common safety method for monitoring to be applied by railway undertakings, infrastructure managers after receiving a safety certificate or safety authorisation and by entities in charge of maintenance, for the purpose of allowing the other rail operators to adopt the necessary corrective actions within their own SMS, in connection with a risk to the rail operations not adequately mitigated according to the previously established objectives, the RU and IM undertake to:

- identify, within their respective SMSs, the suitable mitigation measures capable of ensuring the continued achievement of the railway network's safety performance;
- notify to the other railway operators involved and concerned, as clearly and exhaustively as possible, the requisite information, including:
 - a description of the hazards entailed by any non-mitigated risks;
 - the cause thereof and related effects;
 - the residual value of the risk assessed as unacceptable;
 - the acceptance criteria applied to the assessment;
 - the mitigation measures put into place.

Communication, in respect of the performance of the above mentioned activities, is with either the IM's Production Department or the RU's Legal Representative/CEO, or its Safety Manager, qualified by the ANSF and notified to the Engineering Department – Train Operation Regulations and System Risk Analysis Sector, which takes care of updating the relevant addresses, in connection with the issuing of the operating provisions and requirements when interfacing with the Railway Undertakings.

2.3.3.8 Database of hazards affecting train services

The IM, pursuant to article 7(c) of DM 138T/2000, has set up a Database of the Hazards to rail service operation (abbreviated as HD), allowing access to each RU, albeit limitedly to the data of competence.

To ensure the punctual flow of information into the HD, and thus enable the processing of the safety performance indicators, each RU is required to promptly notify to the IM any anomalous event that has or might jeopardise train or rail operation safety.

2.3.3.9 Strike

In the event of the proclamation of a strike by the RU's employees, or by the employees of the providers of other services necessary to ensure the transport services, the RU shall promptly inform the IM about the said proclamation, duration, changes to and/or revocation of the strike; it shall then notify to the IM the schedule of the services it can deliver. The said information and notifications shall be provided in accordance with the applicable regulations, consistently with the timelines provided for therein, and in accordance with any specific

rules of interpretation/operational resolutions issued by the competent Body for supervising industrial actions with regard to essential public services.

Regarding information to the public, the RU shall:

- notify its contact persons for customer assistance purposes;
- ensure, in agreement with the IM, the implementation of specific information tools (passenger announcements at stations, websites and radio announcements, press releases, etc.).

The putting up of information notices – produced by the RU – at the facilities concerned, in agreement with the IM, shall be guaranteed by the IM itself according to the necessary timelines for ensuring proper passenger information.

In the event of strike by the IM employees, or by the employees of the providers of other services necessary to ensure the transport services, the IM shall notify the RUs as to the possible length of the action and its consequences on the availability of the lines. These notices shall be given in accordance with the applicable regulations, and consistently with the procedures and timelines set out therein, and in accordance with any specific rules of interpretation/operational resolutions issued by the competent Body for supervising industrial actions with regard to essential public services.

In the case of strike by the IM/RUs' employees (see point 2 of 2.3.3.4 and point 6 of 2.3.3.5) any changes made by the parties to the daily schedule of services – and to the related services – shall not entail the request of penalties or of any other charges.

2.4 OPERATIONAL RULES

2.4.1 Procedures for coordinating transport services (updated in December 2019)

The IM shall be responsible for operating the infrastructure by managing and monitoring transport services on the basis of the allocated train paths, of any available extraordinary paths, or of the modifications thereof.

Each RU shall have full responsibility for the organisation of the transport services, which can also be carried out by coordinating the utilisation of the rolling stock and human resources.

For the purpose of coordinating the train services, the IM shall utilise its own decision-making centres, at both its HQ and peripheral offices, from where the staff responsible for coordinating and regulating rail services and supervising the maintenance and rehabilitation of the infrastructure.

The IM adopts or modifies the areas of jurisdiction of the decision-making centres (central and peripheral) of capacity allocation, coordination and regulation of the circulation and maintenance and restoration of the infrastructure, as well as of the relative operating stations, based on criteria based on efficiency, effectiveness and cost containment for users; in order to guarantee the limitation of the spread of delays along the lines, the identification of the areas of jurisdiction promotes the unity of the management of the main short/medium distance traffic relationships. The adoption and/or modification of the jurisdiction of peripheral decision-making centres, in the case of services characterised by local public service obligations, is communicated in advance to the administration entrusting the obligation of local public service. The jurisdiction of the decision-making centres for capacity allocation, coordination and regulation of the circulation and maintenance and restoration of the infrastructure is published, in graphical and tabular form, among the technical documents of the ePIR portal; following changes to these areas, the IM will update the relevant technical documents of the ePIR portal within 30 days.

The staff responsible for coordinating and regulating rail services manage and monitor:

- transport services;
- the management of any exceptional service conditions and operational problems;
- track or line disruptions, due to engineering work carried out during the transport service;
- the reinstatement of the line potential, in relation to the obstruction of passing sidings by parked trains;
- the authorisation to alter the train characteristics, if they prove incompatible with the allocated train paths;
- authorisation to operate trains at short notice, with the allocation of the related train paths.

The RUs shall mandatorily liaise with the IM to ensure the following, throughout the period of operation of its trains:

- stock shifts, including the marshalling operations preliminary to the stabling/placement of the train;
- train staffing;

- requests to alter the transport service characteristics, if incompatible with the allocated train paths;
- requests for preparing and operating trains at very short notice;
- the request to alter the schedule of services at the facility.

Liaison with the IM's coordination staff can also be assured by means of total delegation to other RUs.

The IM shall ensure that transport services are operated in conditions of safety and in respect of the timetables agreed to with the RU.

The IM shall monitor train progress and any exceptional service conditions that may arise and make its findings available to the RUs.

The IM, in compliance with the suppliers' trade secrets, announces, in a special technical annex to the ePIR portal, the algorithms eventually adopted in its own decision support systems in the field of traffic management including their value settings. Every two years the IM analyses any comments made by the Authority and potential applicants, including the assigning Administrations concerned, making any changes and giving reasons for their choices.

2.4.2 Management rules (updated in December 2019)

The purpose of regulating train services is to minimise the effects of any interferences and deviations on the trains, with the ultimate aim of minimising overall delays. Consistently with the Manager's mission, and in accordance with the primary objective specified above, in the event of any interferences on train services, or the deviation of one or more trains from its allocated path, the following management principles are provided to resolve the interferences and prevent the delays from propagating across the entire network.

Commuter time slot 6.00-9.00 and 17.00-20.00 (Monday to Friday)

Management principles	Type of service
1	National Premium OA trains – National Basic OA trains – International OA trains – Long distance and commuter trains serving the larger cities*
2	Long distance PSO trains – Regional PSO trains
3	Freight trains
4	Technical services **

Daytime slots 9.00-17.00 and 20.00-22.00 (Monday to Friday) and 6.00-22.00 (Saturday, Sunday, Holidays)

Management principles	Type of services
1	National Premium OA trains – National Basic OA trains – International OA trains
2	Long distance PSO trains
3	Regional PSO trains – Freight trains (V>90 km/h)
4	Freight trains (V≤90 km/h)
5	Technical services **

Night slots 22.00-6.00

Management principles	Type of services
1	National Premium OA trains – National Basic OA trains – International OA trains
2	Long distance PSO trains – Freight trains (V>90 km/h)
3	Freight trains (V≤90 km/h) – Regional PSO trains
4	Technical services **

* Major cities: Turin, Milan, Venice, Bologna, Florence, Genoa, Rome, Naples, Bari and Palermo, Verona, Pescara, Ancona, Pisa, Reggio Calabria and Cagliari.

** Scheduled service trains, functional to commercial services (with a turnback time of less than 30'), have the same importance as the corresponding trains.

Legend: OA=Open Access; PSO=Public Service Obligations.

The management principles set out herein define the guidelines for managing train services in ordinary and slightly disrupted conditions (without any severe disruptions). In the case of a severe disruption, leading to a reduction in the available capacity, the main objective is to minimise the disruption to services and redistribute the maximum remaining capacity to the RU.

In the event of interferences with trains subject to the same management principles, the following rules apply in the same order of priority:

1. minimising delays overall, also in relation to their possible consequences on the major cities;
2. assigning priority to the train best placed to make up any delays, with regard to the scheduled path, restoring the scheduled succession, if necessary.

In the event of interferences between trains subject to different management principles, the following rules apply in the same order of priority:

1. minimising delays for trains subject to management priorities;
2. restoring the scheduled succession, also in relation to the possible consequences on the major cities;
3. assigning priority to the train best placed to make up any delays, with regard to the scheduled path.

Trains running in advance of schedule must not cause any delays to other services, regardless of the category.

For the purposes of these rules, trains are considered punctual if they arrive at their destination with a delay equal to or less than:

- 5 minutes, in the case of Passenger trains;
- 30 minutes, in the case of Freight trains.

The punctuality with which the IM measures its performance is calculated by market segment and month using the following formula:

$$\text{IM punctuality} = (\text{NC} - \text{NRFI}) / \text{NC}$$

where:

NC = number of trains operated

NRFI = number of trains arriving at destination with a delay more-than 5 minutes (or 30 minutes, in the case of freight trains) for delays attributable to RFI

Furthermore, RFI measures the actual punctuality of trains arriving at the main stations of the network by market segments (intermediate or destination) reported in a specific technical annex to the ePIR portal. The % OS (0-5) and % OS (0-15) indicators, as per measure 7 of ART resolution no. 16/2018 of 8 February 2018, can be calculated through the PIC system.

The data relating to punctuality performance of the previous service timetable and the target values for the following time (defined with the following numeric format "xx, yy%") are published, no later than February 28th of each calendar year, in the ePIR portal, in the Technical Documents section, and recalled in a special section of the homepage of the www.rfi.it website

In addition to the above mentioned rules, in the case of the Turin-Milan, Milan-Bologna, Bologna-Florence, Florence-Rome, Rome-Naples, Naples-Bivio S. Lucia (new line on the landward side of the Vesuvius) and the HS/HC Milan-Brescia line (Bivio Casirate-Bivio P/C Roncacelle), including the extension within the rail nodes, the following train forwarding criteria shall apply.

The RU is obliged to utilise the time path according to the schedule set out in the access contract and consistently with the technical specifications of the path, as specified in paragraph 2.3.3.3.

The RU, before operating a train, shall notify the IM of any changes regarding its technical specifications, especially those capable of impairing speed performance.

For the purpose of minimising the overall delays of all the trains repercussions on the nodes, the train services operated with HS rolling stock concerned by a change in composition, compared to the train path envisaged by the contract, except for the cases of prior authorisation by the IM, as referred to in par. 4.3.5.1.2, may be forwarded on the following lines, provided that they comply with the minimum speed performance levels, equal to at least:

- 250 km/h on the Turin-Milan line;
- 250 km/h on the Milan-Bologna line;

- 250 km/h on the Bologna-Florence line;
- 200 km/h on the Florence-Rome line;
- 250 km/h on the Rome-Naples line;
- 220 km/h on the Naples-Bivio S. Lucia line (landward side of Mount Vesuvius);
- 250 km/h Bivio Casirate – Bivio/PC Roncadelle (HS/HC Milan – Brescia line).

The above mentioned values apply to either any sudden deterioration to the rolling stock, intervening after the departure of the relevant train, or following limitations to the scheduled trains at preparation or departure.

If a train fails to comply with the performance levels above, the IM shall identify a channel to ensure that the train can be forwarded on its line while maintaining the opportune operating conditions, minimising overall delays to other interfering trains, if necessary delaying its departure or routing the train at a lower speed on a conventional line for the entire scheduled route, or a part thereof.

Regarding the possibility of minimising delays, in the case of trains running at reduced speed, the IM shall propose to the RU concerned to implement measures aimed at preventing the train's return to the departure yard and calling at alternative stations in Rome, Florence and Milan. The RU shall be free to accept or refuse the IM's offer. In this case, the failure to accept the IM's offer and/or to agree to any alternative proposals by the RU shall not entail the economic effects referred to in paragraph 4.6.3.

If the IM issues internal memos, guidelines, specifications or other documents illustrating management rules, it must notify the Railway Undertakings, the Authority and, if they also concern services subject to PSOs, the relevant awarding Entities prior to the entry into force thereof.

Commuter trains

“Commuter” trains, with regard to the major cities, are incoming trains in the 6.00 to 9.00 time slot and outgoing trains in the 17.00 to 20.00 time slot, as identified by the IM, also with the involvement of the entities that have concluded the relevant service contracts, among the trains featuring a large number of passengers. These trains are qualified at each timetable period change, or if a large number of services are rescheduled, among the regional and long distance PSO services.

Freight trains

Freight services must be guaranteed, regardless of delay, minimising interferences with other trains, as far as possible, with a view to reducing delays and restoring the timetable schedule.

There must be a special focus on the management of freight traffic – compared to commuter services – to minimise interferences with the latter.

In particular, with regard to the lines serving the nodes, in the 6.00-9.00 and 17.00-20.00 time slots, and to the direction of travel characterised by the predominant passenger flow (inbound and outbound services), freight traffic should be regulated as follows:

- a freight train running on time must comply with its path, except in the case of severe interference with a delayed train, in which case it may be deemed expedient to give priority to the passenger services;
- a delayed freight train shall circulate if it is possible to guarantee a free channel towards the first facility, where priority may be given, without interfering with any other train services, and in any case taking into account the necessary time for parking the train on the detour track.

In both commuter and non-commuter time slots, conflicts between two freight trains should be handled by assigning priority to the train running towards the end of its time slot, to ensure its arrival as close as possible to its scheduled arrival time. In the case of an equal delay, priority should be allocated to the train with the least time left to run, also taking into account any reductions of speed caused by the rolling stock (deterioration due to low brake mass percentage, axle load, etc.).

When handling freight traffic, any subsequent constraints must necessarily be taken into account (interruptions, opening times of terminal facilities).

RFI is concerned by 4 Rail Freight Corridors, as indicated in paragraph 1.9 of the NS. The information relating to the priority rules applied during operations are available in the Corridor Information Document of the relevant Rail Freight Corridor and can be found in the RNE's CIP platform:

https://cip.rne.eu/apex/f?p=212:170:647014816225:::P170_BOOKS_LIST:499809

2.4.3 Management of disrupted services (updated in December 2019)

In the event of any disruptions, or circumstances which may reduce the capacity of the infrastructure, affecting the regularity of the service, whatever the cause, the IM shall enforce the applicable technical and operating regulations, in a fair, transparent and non-discriminatory manner, taking the necessary and/or advisable measures to re-establish normal operating conditions and service regularity in the shortest possible time.

The IM shall implement the necessary measures to minimise train delays, in connection with the handling of any operating disputes, consistently with the above mentioned objectives.

The consequent measures concerning the alteration, total or partial cancellation, or re-routing of train paths, shall be proposed verbally by the IM contact to the RU contact, who shall then communicate his acceptance thereof, or formulate alternative proposals, within 30 minutes or within no more than 60 minutes in particularly complex cases, implementing the agreed variation proposals regarding the operating schedule in the service management information systems.

In the event of failure to agree, the IM contact may order the cancellation of the train paths affected by the disruption.

Both the IM and RU shall supply each other with any information in their possession necessary or useful to prevent, minimise or remove the cause(s) of the disruption, and take all the necessary measures to inform their customers in connection therewith.

If it is forecasted that the disruption continues for more than four calendar days, the IM, in agreement with the RU, shall prepare the schedules relating to changes to the allocated paths in the working timetable period, and the RU shall be responsible for supplying information to the parties concerned and, in particular, to the Applicant who is a party to the Framework Agreement for the capacity related to the affected services.

In the event of failure to agree, the IM may in any case proceed with the cancellation of the paths affected by the disruption.

In the event of disruptions due to problems affecting the lines of other networks, the IM contact having jurisdiction over the network interchange stations shall promptly collect all the useful information and inform the RU contact regarding the line concerned, the paths affected by the event(s), the expected time to re-establish the service, and any repercussions on the daily schedule under the Access Contract.

The economic effects of the abovementioned measures shall be subject to the criteria contained in paragraph 2.4.3.

In the case of exceptional weather conditions, as a result of heavy snowfall, whirlwinds, fire, flooding (or other natural disaster, including volcanic eruptions and earthquakes), the IM shall promptly lay down the service rules that the RUs must then comply with. In particular, measures such as re-routing and/or speed restrictions may be introduced in agreement with the relevant RUs. In the event of failure to agree, the IM may in any case provide for the activation of circulation measures, giving simultaneous communication to the RUs concerned.

Regarding any disruptions in the case of snow/ice, annex 4 to Section 2 provides a description of the procedure relating to the operating process and how to handle communications, with regard to planned/unplanned changes to services.

The IM publishes all contingency plans, even previously drafted, in the ePIR portal with reference to particular types of adverse weather conditions or against specific forecasts of adverse weather conditions. These plans also include specific coordination measures, with the terminals of origin and destination of freight trains, aimed at safeguarding freight traffic within the limits of available capacity.

Besides the above mentioned rules, in the case of the Turin-Milan, Milan-Bologna, Bologna-Florence, Florence-Rome, Rome-Naples, Naples-Bivio S. Lucia (on the landward side of the Vesuvius) lines and the HS/HC Milan-Brescia (Bivio Casirate-Bivio/PC Roncadelle line, including their extension into the nodes, the following detailed provisions shall apply:

Operational rules regarding the utilisation of residual capacity in the case of disrupted services

In the event of disruptions determining the loss of a scheduled path on the lines covered by these Provisions, regardless of their cause, the IM shall implement the necessary measures aimed at limiting the propagation of the effects of the disruption by applying the following rules, fairly, transparently and in a non-discriminatory manner:

- regarding any disruptions concerning the direction of travel, as a rule it shall be necessary to safeguard the regularity of the trains running on the opposite direction track. The trains running in the direction affected by the disruption shall then be forwarded onto the track of the scheduled route as soon as it can safely be used. If the entire track is out of order (for example, due to problems affecting the overhead power line, or because it is blocked by a broken down train), or when the IM thinks fit to minimise the delay, the trains running in the direction affected by the disruption shall be suitably re-routed onto the conventional line, consistently with the train services already operating on the conventional line, minimising delays, as far as possible, and safeguarding commuter services in the 6.00-9.00 and 17.00-20.00 time slots;
- regarding the actual operation of the trains, the above mentioned rule may be disregarded if the number of trains running in the direction affected by the disruption is higher than those running in the opposite direction;
- If one or both the tracks of the lines concerned by this paragraph are expected to remain out of order for more than 90', the IM, in order to ensure maximum regularity of service, shall notify the RU of the maximum potential on the conventional line, in view of the redefinition of the offer, taking into account the succession of trains running on the HS/HC lines when the tracks are out of order;
- If deemed expedient, for the purpose of enabling the punctual implementation of the measures above, as well as for passenger information purposes, the IM and RU may jointly define the criteria and procedures for rescheduling the services, to be included in ad hoc contingency plans.

2.4.3.1 Economic consequences due to delays caused by the Infrastructure Manager (updated December 2019)

If a train that carries out a commercial service registers a delay at destination beyond the thresholds indicated below due to the IM, the latter will pay, as a penalty, an amount correlated (and not higher) to the fee of the track concerned, net of possible traction current cost, according to the following percentages:

For the passenger segment

- a) 50% of the cost of the track for delays between 60' and 119';
- b) 100% of the cost of the track for delays greater than or equal to 120';

For the freight segment

- a) 50% of the cost of the track for delays between 120' and 179';
- b) 100% of the cost of the track for delays greater than or equal to 180.

2.4.4 Rail infrastructure clearance

2.4.4.1 Rail infrastructure clearance using emergency locomotives and/or back-up vehicles (updated in December 2019)

1. In cases when a train can no longer operate on the national rail infrastructure and it becomes necessary to remove the rolling stock from the infrastructure, the IM shall take on a key role in the management and coordination of the relevant activities and resources, in order to minimise disruption to the services involved and resume normal operations as soon as possible. To this end, the IM shall decide and take the most suitable measures for rail infrastructure clearance, based on the nature of the incident and the availability of back-up/emergency vehicles.
2. To ensure the effective rail infrastructure clearance, each RU shall have at its disposal, for the entire period of operation of its trains, the back-up vehicles as follows:
 - a) The RU that carries out passenger transport activities using even only partially the HS/HC lines must have spare trainsets, suitable for the safe transfer of passengers and having characteristics compatible with the lines on which they must circulate, and diesel locomotives to be deployed in the systems defined by the IM when assigning the routes, based on the operating program;
 - b) RUs providing freight transport services and only partially using the HS/HC lines must possess back-up diesel locomotives, with suitable performance characteristics, to be deployed to the facilities designated by the IM, in connection with the track allocation process, based on its operating schedule;

- c) RUs providing freight and/or passenger transport services on the conventional infrastructure must possess diesel or electric back-up locomotives, with suitable performance characteristics, deployed at the yards defined by the IM in connection with the track allocation process, based on its operating schedule.

The number of back-up locomotives at the disposal of the RUs, as required by the IM, in accordance with paragraph (b) above, shall be related to both the area of the RU's operations and the number of tracks allocated to it, and shall not result in an unreasonably high cost for the RU concerned, compared to the extent of the services it operates.

The above obligations, relating to the availability of back-up locomotives/vehicles, may also be complied with by making available any rolling stock at the locations defined in connection with the track allocation process, and used to operate ordinary services.

The obligation to make available back-up locomotives/vehicles may also be complied with through partnering arrangements with other RUs, with a view to optimising costs and ensuring improved efficiency of infrastructure clearance procedures.

3. If the RU declares, when applying for capacity allocation, that it intends to use passenger trains with a push-pull configuration, the IM and RU must agree to specific contingency plans, which must be prepared before train services start, also providing for supplementary back-up/infrastructure clearance procedures at critical points.

To prepare the contingency plans, the RU must notify:

- a) the maximum performance of the locomotives used in connection with its emergency system, specifying the push/pull adequacy of the entire train;
- b) in the event of deterioration of any of the trains in push-pull configuration, if the performance of the other (train) is such as to ensure the pushing/pulling of the entire train.

The RU must also notify the existence, along the route, of points where the slope of the line, based on the Line Files, is such as to determine the insufficiency of the locomotives of the emergency system or the single train, as referred to in a) and b) above, for the traction of the train in push-pull configuration. The said declarations must be related to the entire route of the push-pull train, with regard to both the scheduled and alternative lines (including any interconnections).

4. If the RU declares, when applying for capacity allocation, that it intends to at least uses diesel traction with push-pull train configuration, and then confirms this fact during the negotiation stage, it can be exempted from the above statement relating to back-up locomotives. This however does not apply in the event the allocation request concerns the HS/HC infrastructure, in whole or in part.

5. Before entering into the access contract and, in any case, within the deadlines set out in paragraph 2.3.2.1, the RU shall deliver to the IM a document setting out:

- the exact location of the diesel or electric back-up locomotives/vehicles, based on the criteria defined herein;
- the type of locomotive (including the identification and technical/performance data) and related equipment, the type of rolling stock that can be assisted, with proof of any arrangements with other RUs for the joint availability of the vehicles and with the RU responsible for the locomotive;
- the trainsets used on HS/HC lines that can be coupled to those of another RU, providing the necessary authorisations and/or technical conditions, if any or in the process of authorisation;
- the contact persons with which the IM must interface, in the event infrastructure rail infrastructure clearance operations are required;
- the necessary timelines for making available for sending on the line, based on a formal request by the IM (including the assembly of the coupling interface, depending on the type of rolling stock in need of assistance).

The above information, subject to verification and any further provisions by the IM, shall be set out in an attachment to the access contract.

6. The IM may carry out periodical inspections to verify the effective deployment, by the RU, of the vehicles/equipment referred to in point 4 above, as contractually undertaken.
7. For infrastructure clearance purposes, the IM may request the intervention of the specific vehicles/equipment at the disposal of the RU responsible for an obstruction of the infrastructure, in accordance with this paragraph. If necessary, the IM may also request the intervention of any other rolling stock operated by the RU responsible for the obstruction, or by other RUs if deemed by the IM more suited to the purpose or more effective. If the obstruction is the responsibility of a RU that operates limited freight services on lines with limited traffic, the IM may make utilisation of its own marshalling locomotives authorised to travel on the line.
8. The RU(s) not involved in the obstruction of the infrastructure shall nevertheless be obliged to provide the vehicles at its disposal, on the request of the IM, if the RU responsible for the obstruction fails to comply with the clearance order issued by the IM, or when otherwise requested by the IM for the purpose of a more effective and timely resumption of operations, to minimise any disruption to passengers.
9. In the case referred to in point 7 above, the expenses incurred in connection with the rail infrastructure clearance operations shall be charged to the RU responsible for the incident. Moreover, the IM shall directly remunerate the assistance requested by the IM from the non-responsible RU(s), based on a written request by the latter, and shall then recover the amounts paid from the RU responsible for the incident. The IM shall also directly remunerate the RU(s) assisting in the removal of an obstruction, in the event the IM itself is responsible for the obstruction.
10. However, the IM may not request the assistance of trains transporting dangerous goods.
11. The remuneration fees for the clearance assistance provided are shown in paragraph 6.3.4 hereof.
12. In the event an RU not responsible for the disruption of the infrastructure unreasonably refuses to provide clearance assistance, it shall be obliged to pay to the IM the cost of the rail infrastructure clearance operations, plus a 100% penalty, except as provided in paragraph 2.4.4.2 below.
13. The RUs and IMs shall agree to and then carry out - according to suitable and appropriate frequencies and procedures - joint assistance drills, in respect of emergency situations involving trains that stop due to problems along the line or on critical tracks at stations, employing back-up locomotives and/or equipment and based on specifically envisaged scenarios; during each drill, all the procedures are carried out for managing the said abnormal conditions and situations, especially as concerns towing the rolling stock in need of assistance, coupling by the emergency locomotive, debraking of the train in need of assistance and shunting of the overall set of trains and rolling stock.

2.4.4.2 Rail infrastructure clearance using breakdown cars or other suitable vehicles

In the event of a disruption of rail services requiring the use of equipped emergency vehicles or other suitable vehicles, the IM shall take the necessary actions to minimise the stopping time of each train involved in the event and enable the resumption of ordinary services in the shortest possible time.

The RU responsible for the event shall be required to pay for the expenses related to the clearance actions, in accordance with paragraphs 6.3.2.8 or 6.3.5.1.

2.4.4.3 Procedures and time schedules for the rail infrastructure clearance operations providing for the utilisation of back-up locomotives/vehicles

1. In the event a train breaks down at any point on the national rail infrastructure and requires a request of back-up locomotives/vehicles, the driving crew shall immediately verbally request the IM's rail traffic monitoring personnel to send an emergency locomotive, using the on-board or track-side or any other communication system, confirming the train number and type of rolling stock, and providing all possible information on the nature of the problem resulting in the train breaking down and informing them if the overhead lines are concerned, if there is an efficient pantograph available and whether or not it is necessary to repair the pantograph. The said verbal request for an emergency locomotive, and the related information, may be provided by the operating control room of the undertaking that owns the train to the Operations Coordinator having jurisdiction over the location where the train has stopped.
This preliminary information is needed to cut down on recovery operation time.

The formalisation of the request for an emergency locomotive shall, instead, take place according to the procedures set out in the applicable regulations.

2. The accredited IM Traffic Monitoring Manager receiving a request for an emergency locomotive shall take immediate measures - acting promptly - and shall also determine, based on the train traffic situation, the most suitable procedure for implementing the emergency stock removal operations.

In order to remove the train that has broken down on the line, the Traffic Monitoring Manager shall request one of the following vehicles to immediately move to the station closest to the point along the line where the train has broken down:

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations provided for in the NS and/or specified in the access contract, or other traction vehicle made available for the purpose by the RU;
- b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
- c) a following train operated by the RU, or another RU, running on the line, and which is compatible for coupling purposes and can be used to push the failed train to the nearest staffed station;
- d) a marshalling locomotive suitable for the operation.

In order to clear any trains that break down in a station and whose position disrupts the regular operation of scheduled train services in the said station, the Traffic Monitoring Manager shall request that one of the following vehicles be immediately directed to the station:

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations indicated in the ePIR portal and/or specified in the access contract, or other traction vehicle made available for the purpose by the RU;
- b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
- c) a marshalling locomotive suitable for the operation.

3. The driving crew giving the emergency alert shall, within 15 minutes, request the back-up locomotive/vehicle or, if the train is capable of resuming operation, notify the IM's Service Monitoring Manager to this effect, also reporting any damage.
4. On notifying the rail infrastructure clearing request, the RU shall also report the need to transfer the passengers to another train, informing the IM's Traffic Monitoring Manager, whether or not the transfer is viable and the type of rolling stock (deployed or operating) that it intends to utilise for this purpose.
5. Once the RU has formally notified the availability of the passenger transfer train, the IM shall promptly assign maximum priority to its operation.

The following provisions shall also apply in the case of track rail infrastructure clearance operations with back-up locomotives/vehicles:

a) Request for assistance

The RU shall:

- send to the IM a "notice of assistance" when, in connection with the train breaking down on the line, the possibility arises that an emergency locomotive might be needed, with a view to activating the necessary prior assistance measures and operations. The IM shall in any case provide for train operations in accordance with the procedures set out in paragraph 2.4.2 letters a) and b), in relation to the predominance of train flows. In any case, the notice for assistance shall be notified to the IM within 15 minutes from the moment in which the train effectively breaks down and comes to a stop;
- formally request the emergency locomotive within 15 minutes from the train coming to a complete stop, or confirm the "request for assistance" within 15' of the notice for assistance, notifying to the IM:
 - the efficiency of the on-board subsystem (SSB);
 - the efficiency of the services provided on board the train;
 - the number of passengers on board the train and any emergency situations affecting them (the need for transferring them onto another train, the presence of any persons in critical medical conditions and, therefore, in need of medical assistance, the lack of any climatisation services, etc.).

The IM may activate the emergency assistance procedure by formally ordering the immobilisation of the train as soon as:

- 15' have elapsed from the moment the train came to a stop and neither the notice for assistance, nor a formal request for emergency assistance were notified;
- 15' have elapsed since the notice for assistance, without the formal confirmation of the emergency assistance request.

b) Assistance procedures

If no transfer to another train is requested by the RU concerned, trains shall continue running on the line according to the procedures set out in paragraph 2.4.2 letters a) and b), in relation to the predominant flows.

To further reduce the assistance time, following is a list of procedures aimed at moving the train requiring assistance to a yard where it can be suitably serviced, which procedures are listed by order of priority and, in any case, taking into account the actual train traffic on the line and the time required for the assistance operations:

- "pushing" or "pulling" the train in need of assistance using the first available – and technically compatible – train in commercial service, based on the indications provided by the RU to the IM;
- "pushing" or "pulling" the train in need of assistance by sending the first available – and technically compatible – back-up train, from the place where it is deployed, based on the indications provided by the RU to the IM;
- utilisation of diesel vehicles only in the following cases:
 1. no electric power line;
 2. the impossibility of coupling the train with other commercial trains in operation;
 3. the unavailability of back-up trains notified by the RU to the IM;
 4. presence of sections with a gradient in excess of 15 per thousand.

Regarding points 2, 3 and 4, the use of a special electrical vehicle available in a neighbouring location may be considered.

c) Passenger transfer procedures

If the RU requests a transfer of passengers onto another train, this shall take place by means of the routing of the trains concerned onto the conventional line. To enable the IM to implement fair, transparent and non-discriminatory measures, while at the same time minimising disruptions on the Section of the line, the RU concerned - taking into account the actual train traffic and the time required for the assistance operations - shall effect the transfer as follows, which indications are given in order of priority:

- following train;
- back-up train.

2.4.4.4 Procedures and time schedules for the rail infrastructure clearance operations providing for emergency cars or other suitable vehicles

Without prejudice to the disruption and emergency request times referred to in paragraph 2.4.4.3 above, when a train breaks down on the national rail infrastructure and the need arises to clear the infrastructure by calling in emergency vehicles, the train crew shall immediately notify the incident to the IM's traffic personnel, by using the telephone provided on board or along the line or of any other kind, indicating the train number and type of stock, as well as the nature of the breakdown and the state of efficiency of the services provided on board the train or any emergency situations involving the passengers on board the train.

The aim of this preliminary information is to minimise the assistance times and any inconvenience to the passengers.

The traffic personnel must then notify the clearance request to the IM's accredited Traffic Monitoring Manager, who establishes, based on the state of the traffic, the most suitable measures required for the rail infrastructure clearance.

In order to recover the train, the IM's Traffic Monitoring Manager must immediately request the utilisation of an emergency vehicle from the nearest station with the available vehicles to the point of the disruption; if the train

breaks down in a station, therefore affecting the other train services, the IM's Traffic Monitoring Manager must request immediate assistance by an emergency vehicle at the station.

The IM shall provide for the vehicle to be deployed as soon as possible, assigning maximum priority, or delaying the assistance of the emergency vehicle taking into account the repercussions this may have on train traffic, due to the disruption itself and the recovery operations.

If the emergency vehicle closest to the point of disruption is already engaged, the IM shall request the assistance of another vehicle, in accordance with the supplementary action areas.

If the IM orders the rail infrastructure clearance, the RU owning the emergency vehicle shall guarantee its departure:

- within 20 minutes from the request, in workshop opening hours;
- within 60 minutes from the request, outside workshop opening hours.

2.4.4.5 Consequences of the failure to observe and comply with the infrastructure clearance obligations by means of emergency locomotives or back-up vehicles

The unavailability, declared to the IM, of emergency/back-up locomotives and vehicles, or the unjustified refusal by the RU to comply with the infrastructure clearance order received from the IM, shall be considered a breach of the access contract. If this behaviour occurs at least twice, it shall be considered a serious breach of contract, in which case the IM shall report the matter to the TRA and shall be free to terminate the access contract.

2.4.5 Inquiries concerning operating accidents / disruptions (updated in December 2019)

Inquiries by the Investigation Board set up by the Ministry of Infrastructure and Transport

In the event of serious accidents, the Investigation Board (IB) set up by the Ministry of Infrastructure and Transport shall carry out inquiries aimed at providing any recommendations for improving rail safety and accident prevention.

The IB may also launch inquiries in respect of incidents or disruptions which – in different circumstances – could have determined serious accidents.

The nature of the above investigations, and the competencies, obligations and responsibilities of the parties (ANSF, Infrastructure Managers, Railway Undertakings), with respect thereto, are laid down in Chapter V (Inquiries on incidents or disruptions) of D.lgs. 50/2019 to which reference should, therefore, be made.

Inquiries by the ANSF

Without prejudice to the fact that the IB above is the only authority with jurisdiction, in respect of any accidents/disruptions, or specific chain thereof, the ANSF may, nevertheless, whenever it deems appropriate, conduct inquiries and investigations aimed at timeously collecting any useful elements for determining the causes of an incident, so that it may implement, as soon as possible, the necessary regulatory and technical measures for preventing the incidents from repeating themselves.

The IM and RUs are required to cooperate, as far as is reasonably possible, with the ANSF personnel carrying out an inquiry, and must assure access to their yards, rolling stock, records, equipment and databases.

For further details on the subject, reference should be made to article 5.4.3 of Schedule A to Decree No. 4/2012 issued by the ANSF.

Reporting and inquiry obligations by the IM and RUs

The IM and RUs, besides reporting to the ANSF any incidents/disruptions affecting or capable of affecting rail traffic and services (within the meaning of article 5.4 of Schedule A to Decree No. 4/2012 by the ANSF, to which reference should be made), are also required to investigate any incident or disruption affecting their employees, vehicles and equipment, yards or operations.

In the case an event concerns two or more operators, each one shall investigate the matter independently, albeit ensuring a certain liaison and exchange between the operators involved, with respect to any useful elements relating to the incident. The final inquiry reports shall be made available to the ANSF, and to the other operators involved,

for consultation. Based on the respective analysis processes, each operator shall assess the possibility of re-opening an inquiry to better define any details. The ANSF may intervene, in this respect, for the purpose of requesting the operators to reach a uniform conclusion, as regards the outcome of the inquiries, for the re-opening thereof, if necessary.

For further details on the subject, reference should be made to article 5.4.2 of Schedule A to Decree No. 4/2012 issued by the ANSF.

Awaiting the overhauling of the regulations governing the conducting of inquiries by the ANSF, in respect of incidents/disruptions affecting or capable of affecting rail traffic and services, and the subsequent formalisation by the IM of the relevant implementation procedure, in accordance with paragraph 5.4.2 of Schedule A to the ANSF Decree No. 4/2012 – in accordance with the IM's Resolution No.18/2014 "Procedura d'interfaccia. Norme concernenti 'Accertamenti e indagini di RFI in caso d'incidenti e inconvenienti ferroviari' the IM shall be required to make the necessary inquiries, based on the type of incident or event.

The IM's inquiry shall include the collection and examination of any information, an investigation into how events unfolded, the quantification of the ensuing damage and the formulation of conclusions, the determination of the causes and responsibilities.

The IM, based on the assessment of the results of the inquiry, then makes the inquiry documents available to the ANSF and forwards a copy to the RUs involved in the event.

The IM, acting on a specific request, forwards the inquiry reports, and information relating to any improvement measures, to the IB of the Ministry of Infrastructure and Transport.

If the ART initiates an investigation, in connection with any serious anomalies, the IM and RU shall make available all the related documents in their possession and send it on should it be requested.

2.5 EXCEPTIONAL TRANSPORTS (REF. TO PARAGRAPH 5.4.4.)

The eligible RU shall submit a request to the IM for the authorisation to undertake exceptional transports.

The IM shall then issue the necessary authorisation for a term of no more than 12 months.

During the term any number of identical exceptional transports may be carried out, conditional on their having the same characteristics as the authorized transport.

The authorisation shall be valid for identical transports with their origin or destination in intermediate stations along the authorized route.

2.6 TRANSPORT OF DANGEROUS GOODS (REF. TO PARAGRAPHS 4.7, 5.4.3)

The eligible RU may also provide services for the transport of dangerous goods, within the meaning of the International Railway Transport Regulations concerning dangerous goods (RID), provided that this is specified in the safety certificate and subject to the submission of a request in accordance with paragraph 4.7.

In connection therewith, the RU shall be fully and solely responsible for the transport through to the destination, as well as for complying with the applicable laws, regulations, instructions and restrictions.

2.7 TRAIN-LINE COMPATIBILITY FOR THE USE OF AUTHORISED VEHICLES (UPDATED DECEMBER 2019)

Before a railway company uses a vehicle in the area of use specified in its marketing authorisation (Article 23 of Legislative Decree 53/2019) the same verifies that:

- a) the vehicle has been authorised to be placed on the market and registered;
- b) the vehicle is compatible with the line, based on the infrastructure register, of the relevant TSIs or, where such a register does not exist or is incomplete, of any relevant information to be provided by the infrastructure manager free of charge;

- c) the vehicle is adequately integrated in the composition of the train in which it is intended to be operated, taking into account the safety management system referred to in the railway safety legislative decree and the STU concerning traffic operation and management.

With reference to paragraph b), on a temporary basis, such use is subject to the release of the mobility granted by the IM (RFI operating provision No. 27 of 18 December 2013) or to the assessment by the IM of train-LINE compatibility checks carried out by the Railway Companies.

The table of fees (including VAT) charged by the IM to the RUs, in respect of the preliminary activities for issuing the railworthiness certificate, based on the Operating Provision no. 27 of 18 December 2013 issued by RFI, can be viewed in the RFI website, in the Section called "*Quadro di riferimento norme e documenti sicurezza ed esercizio ferroviario*" (Reference standards and documents for rail safety and operation).

2.8 STAFF ACCEPTANCE PROCESS (UPDATED IN DECEMBER 2019)

The safety staff employed by the RUs (for driving, assistance and preparation of train) must be included in the Safety Certificate lists held and entered in the databases by ANSF. The safety staff shall be required to hold and present suitable ID and qualifications to the authorised ANSF, according to the format provided for under the applicable legislation.

The RU staff shall be required to communicate with the IM in Italian.

ANNEXES TO SECTION 2

Annex 1 to Section 2

Standard Form of Access Contract (*)

(updated in December 2019)

This access contract (the Contract) is entered into by and between:

Rete Ferroviaria Italiana – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15”, (hereinafter the IM), with registered office at Piazza della Croce Rossa 1, 00161 Rome, tax identification no. and Companies’ Registry of Rome No. 01585570581, R.E.A. n.758300, VAT registration number 01008081000, represented by born in on, acting in his/her capacity as....., by virtue of the powers vested in him/her under the dated notarial file no. /,

and

..... (hereinafter the RU), with registered office at (specify full address), registered under no. of the Companies’ Register of, R.E.A. no., tax code....., VAT registration no., represented by born in acting in his/her capacity as, by virtue of the powers vested in him/her under the dated as per the self-certification recorded among the files.

RECITALS

- a) the IM is the national rail network franchisee, in accordance with DM 31 October 2000 no. 138/T, and as such carries on the functions referred to in Legislative Decree 112/15;
- b) the IM provides the GSM-R mobile telephone service, for the purposes allowed under the “Individual licence for the installation and supply of a telecommunications network (based on the ETSI GSM-R technology) dedicated exclusively to the control and operation of rail traffic”, as subsequently amended and supplemented;
- c) the RU holds the licence(s) as follows, no. [which has/have been filed by the IM among its records (ref. no. ____)], for the purpose of providing rail services, issued by pursuant to the applicable EU and national regulations;
- d) the RU holds the entitlement document under Article 3(1)(r) of Legislative Decree 112/15 [which has been filed by the IM among its records (ref. no. ____)], issued by the Ministry of Infrastructure and Transport, for providing rail services (specify the type of service as indicated in the entitlement document) on the national rail network [only if possession of this document is required under the applicable law];
- f) the RU holds the safety certificate part A no. and part B no. issued by the Agenzia Nazionale per la Sicurezza delle Ferrovie (the National Rail Safety Agency, abbreviated as ANSF);
- g) the RU has been appointed as a Railway Undertaking for delivering train services in accordance with the capacity made available under the Framework Agreement entered into on between (the Applicant) and the IM;
- h) on the RU filed with the IM a train path request, in accordance with the procedures and timescales stipulated in the Network Statement (hereinafter the NS);
- h1) on the RU forwarded to the IM, through the “RNE One Stop Shop Network”, a train path allocation request for delivering international train services;
- i) on the IM notified to the RU the definitive availability of the train paths, under the request referred to in paragraphs h) or h1) of these recitals;
- j) this agreement constitutes a formal instrument of allocation of the capacity for accessing the train paths and services hereunder and specified in Annexes 1, 1b and 2;
- k) the RU, in the event of the circumstances referred to in subparagraph 1 of paragraph 2.3.2.1.1 of the NS; has presented a payment plan for the sum of € _____ - which is entirely secured by a performance bond [issued by a bank/insurer] [if this circumstance applies];

- l) the RU warrants and represents that it has received a copy of the applicable version [specify which] of the Network Statement (NS), drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, that it is fully acknowledges and accepts the contents thereof, undertaking to comply with it also as regards the terms and conditions and the procedures governing access to the railway infrastructures and relevant services.

NOW THEREFORE, the parties hereby covenant and agree as follows:

Article 1
Recitals and annexes

The recitals and annexes are incorporated herein and made a part hereof:

- Annex 1 – Plan of Train Paths and charges;
- part A: Excerpt of Train Path Plan giving service criticalities (Paths affected by a PIS)
- part B: (Paths following opening of a PIS)
- Annex 1b – Plan of Train Paths – network connecting stations
- Annex 2 – Services;
- Annex 3 – Financial overview of paths and services;
- Annex 4 – List of accredited IM and RU contacts;
- Annex 5 – Location of back-up locomotives/vehicles and equipped emergency service vehicles – (see par. 2.4.4.1 of the NS);
- Annex 6 (optional) – Any specific agreements entered into between the IM and other Infrastructure Managers, in respect of the access charge billing of international train paths.

Article 2
Purpose

- 1) This agreement relates to the permission to utilise the train paths detailed in Annex 1 [SPECIFY WHETHER PROVIDED ON A DIGITAL MEDIUM] functional to the operation of the following train services (international freight / international passenger / national freight / national long-distance passenger / national local passenger / national freight) and the additional services referred to in Section 5 of the NS, which shall be used by the RU over the term of this contract, and which are detailed in Annex 2, besides any other paths or services detailed in the following paragraph 2 constitutes the purpose of this contract. The RU or IM may submit a grounded request – in the event of any significant changes to the technical and economic scenarios, based on which the contents of Annexes 1, 1b, 2 and 3 have been determined – these Annexes may be updated and amended, subject to prior agreement by the parties. In this case, the Parties shall sign and date the new edition of Annex 1, which will enter into effect on and from the date of signing thereof.
- 2) For the purpose of operating the above mentioned transport services, or in connection with activities strictly related to maintaining the competences resulting from the validity of the Safety Certificate, the RU may submit the requests as follows during the term hereof:
 - a) for the allocation of extra train paths, in addition to those listed in Annex 1 and 1b, and the supply of any further services not provided for in Annex 2, which the IM shall provide in accordance with the procedures, deadlines, terms and conditions set out in Section 5 of the NS. The IM will accede to such requests based on availability and according to the procedures and the general terms and conditions set out in the NS, the safety certificate and the other applicable technical provisions and regulations;
 - b) for variations (to the route, and any other variation permitted under paragraph 4.3.5.1.2 of the NS) and/or cancellation of the paths listed in Annexes 1 and 1b and/or allocated by the IM, based on requests submitted by the RU under paragraph a) above. The IM will accede to such variation and/or cancellation requests according to the procedures and the general terms and conditions referred to in paragraph 4.3.5.1.2 of the NS, including the request of any penalties, without prejudice to the request of the provisions set out in paragraph 4.3.5.1.2, in the case of failed utilisation of the paths as a result of early cancellation.
- 3) During the term of this agreement, the IM may totally or partially cancel, or make changes to, one or more of the paths detailed in Annexes 1 and 1b or allocated to the RU in accordance with the preceding paragraph 2a), in connection with the carrying out of engineering works on the network or to ensure traffic regularity, in accordance with the procedures, terms and conditions stipulated in paragraph 2.3.3.5 and 2.4.3 of the NS.
- 4) [if applicable] This agreement applies to and includes the rail ferry services across the Straits of Messina and on the Civitavecchia – Golfo Aranci line (both ways), as referred to in Annex 2.

**Article 3
Consideration and manner of payment**

- 1) The RU undertakes to pay to the IM the charges for accessing and using the train paths and the consideration for the services. The charges and consideration are set forth in Section 6 of the NS, and if they have not been provided for, shall be calculated according to the applicable rules referred to in Section 6 of the NS, as subsequently amended and supplemented.
- 2) The manner of payment, and relevant deadlines, of the sums referred to in paragraph 1 are set forth in paragraph 6.7 of the NS (and in the Annex to Section 6).
- 3) The penalties for the failure to enter into a contract by the RU, for the non-usage by the RU, cancellations and delays caused by the IM, in respect of the train paths hereunder, and for Performance Scheme delays shall be applied in accordance with paragraphs 2.3.3.6, 4.6.2, 4.6.3, 2.4.3.1 and the Annex to Section 6 - part C - of the NS, respectively.
- 4) If the train paths herein are less than those issued in connection with the final draft timetable period, RFI shall in any case notify the amount of the penalties pursuant to paragraph 4.6.3 of the NS.

**Article 4
License, Entitlement Document and Safety Certificate**

In the event of the suspension or withdrawal of the Licence, the Entitlement Document and the Safety Certificate, the RU undertakes to promptly inform the IM and, in any case, to immediately suspend the related transport services, of its own accord, without prejudice to the further consequences referred to in paragraph 2.3.2.6 of the NS.

[In the event of a safety certificate expiring during the term of the agreement] If at the expiry of the Safety Certificate referred to in the recitals above it has not yet been extended, or replaced by another suitable safety certificate, in respect of the services herein, the latter shall be deemed to have been suspended, automatically and without the need for prior notice by the IM, until the said extension has been obtained (or, alternatively, a new safety certificate).

**Article 5
Insurance policies and performance bonds**

- 1) The IM warrants and represents that it has taken out and undertakes to maintain the insurance policies referred to in paragraph 2.3.2.3 of the NS.
- 2) The RU warrants and represents that it has taken out and undertakes to maintain – without solution of continuity and at least until the expiry hereof – the insurance policies referred to in paragraph 2.3.2.3 of the NS, including the limits of liability and all the other terms and conditions of contract specified therein. A copy of the policies (or of the riders/statement signed by the Insurer and complying with the provisions set out under paragraph 2.3.2.3 of the NS, in respect of this type of statement) has already been forwarded by the RU and filed by the IM among its records.
- 3) Without prejudice to the preceding paragraph, and subject to the notification obligations to the IM that the Insurer shall undertake in the policies, in accordance with paragraph 2.3.2.3 of the NS, the RU undertakes to promptly inform the IM of the occurrence of any events such as to determine the ineffectiveness/unenforceability of the aforementioned policies, and shall, in any case, immediately and directly suspend the delivery of its transport services, of its own accord, without prejudice to the further consequences referred to in paragraph 2.3.2.6 of the NS.
- 4) A) The RU undertakes to provide the performance bond referred to in paragraphs 2.3.2.2 and 2.3.2.2.1 of the NS – for the purpose, within the timescale and according to the procedures set out thereunder – for the sum of €.....[*in full*] (equal to 40% of the estimated contract value, based on the value of the paths and services detailed in Annexes 1 and 2).
B) [in the case of HS paths referred to in the FA] The RU, consistently with the procedures set out in paragraphs 2.3.2.2 and 2.3.2.2.1 of the NS, supplementing the performance bond produced in connection with the Framework Agreement of, undertakes to take out a guarantee totalling € [in full].

- 5) [alternatively] The RU is exempted from providing the performance bond, in accordance with paragraph 2.3.2.2 of the NS.

Article 6

Access to the GSM-R service

- 1) In order to be able to access the train paths hereunder, the RU shall utilise the GSM-R service in accordance with the instructions and prescriptions laid down by the IM, in connection with the safe performance of the train services (see the applicable Provisions issued by the Direzione Tecnica/Engineering Department di RFI).
- 2) The “General terms and conditions for the GSM-R service”, including the relevant fees and charges, shall be the subject of a separate agreement, to be signed by the RU.

Article 7

Contact persons

The parties have appointed their contact persons (listed in Annex 4), and undertake (i) to promptly notify any changes/additions thereto, and (ii) to incur its own communication/notification expenses.

Article 8a

Liability and obligations of the parties

- 1) The IM and RU shall be held jointly responsible and accountable for any delays, non-usages and cancellations, and any other events causing the network to operate below standard, but only within the limits of the compensations and penalties provided for under the preceding clause 3(3).
- 2) If the train paths herein are not used for reasons ascribable to the RU, the latter shall be required to pay to the IM the amounts specified in paragraph 4.6.3 of the NS.
- 3) The RU undertakes to hold the IM harmless in respect of any claims by customers and third parties filed in connection with the train services carried out by the RU itself, unless the harmful event is due to wilful misconduct or severe negligence by the IM.
- 4) The RU represents and warrants – undertaking all liability in this regard – that it will use the train paths herein in conformity with the schedule shown in Annexes 1 and 1b, with the safety certificate referred to in e) of the recitals above and any other intervening measure during the term hereof.
- 5) The RU and IM are committed to carry out jointly assistance drills of clearing operations related to par. 2.4.4.1.

Article 8 b Key Performance Index of the IM

(applicable only to passenger service contracts)

The IM undertakes to guarantee the achievement of the following KPIs:

- regarding the passenger information service, a level of satisfaction by the passengers using the stations in which the RU provides transport activities of at least:
 - 90%, in ordinary operating conditions;
 - 80% in critical operating conditions;
- regarding the provision of assistance to disabled persons, a level of user satisfaction, in the stations in which the RU provides transport services, of at least 90%.

The attainment of the KPIs will be assessed by means of customer satisfaction surveys by a specialised company identified by RFI on the basis of a public call for tenders.

The KPIs, as mentioned above, will be calculated taking into account the average values recorded at the stations concerned by the operating programme and included in the specific access contract concluded by each RU. The outcome of the KPI measurements will be supplied to the RUs concerned within 30 April of the year after the year of validity of the contract.

In the event of the failure to reach the target value for each KPI, RFI will allocate the proportion of residual penalties of the Performance Scheme, generated by the passenger traffic and allocated to RFI in the financial statements; prioritarily for the improvement of the services provided in those stations where the contract target was unattained. The

improvement measures, and the sums allocated for this purpose, will be notified to the RU concerned and the TRA within 30 days from the recording of the KPIs.

Article 9

Term & Termination

- 1) This agreement shall enter into effect on(the day of utilisation of the first path) and shall expire on(the last day of the operating schedule).
- 2) The agreement shall be deemed to be terminated in accordance with Article 1456 of the Civil Code, in respect of all the cases of contract termination referred to in 2.3.2.6 “Termination of contract” of the NS.

Article 10

Disputes – Applicable law & Jurisdiction

- 1) The Court of Rome shall have exclusive jurisdiction in respect of any dispute arising in relation to the construction and request hereof.
- 2) This agreement shall be governed and construed according to laws in force, from time to time, in the Italian Republic.

Article 11

Assignment

- 1) The RU shall not be allowed to assign this agreement, entirely or partially, or to allow third parties to access and utilise the train paths and the services allocated hereunder in any other way.
- 2) The violation of this prohibition shall entail the termination of the agreement, in accordance with paragraph 2.3.2.6 of the NS and the exclusion of the RU from the allocation of any new train paths, in connection with the compilation of the next timetable.
- 3) In any case, the allocation of the allocated network capacity shall be null and void, in pursuance of Article 22(3) of Legislative Decree 112/15.

Article 12

Contract expenses

Due to the fact that this agreement concerns the provision of services subject to the payment of value added tax, its registration is not mandatory, unless it is used, pursuant to D.P.R. 131/1986. In any case, the registration fees shall be charged to the RU.

Article 13

Final provisions

- 1) In the event one or more of the provisions of this agreement are judged not valid or unenforceable, without the scope of the agreement being affected, the other provisions shall remain in force.
- 2) In the event one or more of the provisions of this agreement are judged not valid or unenforceable, they shall be replaced by other provisions consistently with the scope of the agreement.
- 3) Any alterations of and supplements to this agreement shall be agreed to by the parties and made in writing.
- 4) Any matters not expressly governed by this agreement shall be governed by the applicable edition of the Network Statement (NS) and by all the documents referred to therein, besides the applicable national and Community regulations.
- 5) Therefore, the Parties mutually acknowledge that the IM is entitled to amend, supplement and update the NS, if necessary, during the term hereof and in accordance with Article 14(1) of Legislative Decree 112/15. Such amendments of, additions to and updating of the NS shall be made based on any directions and requirements issued by the Regulatory Body (Transport Regulation Authority – TRA), or other competent Authority(ies), if specified in the directions and requirements.
- 6) If, during the period of this agreement, measures are adopted by the TRA pursuant to article 37 of DL 201/2011 (amended and converted into Law 214/2011), or other regulatory measures concerning the IM, it may be necessary to adjust the charges for the services rendered by the IM hereunder and to amend the provisions hereof

accordingly. In this case, the IM shall timeously draft new versions of the Annexes 1, 1b, 2 and 3 and, where necessary, provide for an addendum amending/supplementing this agreement, which the RU shall sign without delay, subject to the changes/additions strictly complying with the aforementioned provisions.

ARTICLE 14

Personal data protection

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Rome,

Signature

(* If the RU prefers, the agreement may be concluded by returning a proposal – sent by RFI – which shall be duly stamped and signed on every page by the RU, as a token of full and unconditional acceptance thereof.

This acceptance must be received by RFI at least one day prior to the performance of the transport service.

RAILWAY UNDERTAKING – (Customer Code)

Timetable

Ref. to Programme of

ACCESS CHARGE + Services

Tr*km planned over the entire period			
Electric Tr*km planned over the entire period			
kWh planned over the entire period			
	Total	Monthly advance	

A	Access charge for planned services (not incl. electric power)			85% advance Monthly value
B	Charge for ferry connections			85% advance Monthly value
C	Access charge stations for connecting with the Regional Networks (planned services)			
D	Total access charge (not incl. electric power) A+B+C			
E	Electric traction power for planned services			85% advance Monthly value

SERVICES		Planned per year	Quarterly plans for billing	
F	TOTAL SERVICES			

G	Estimated contract price D+E+F			
	Performance bond % G			
	Exemption ceiling % A			
	Default – paragraph 2.3.2.5 NS % G			
	Credit ceiling – letter b) paragraph 2.3.2.6 NS % G			

Standard Form of Access Contract relating to Network Connecting Stations

(updated in December 2019)

This access contract (the Contract) is entered into by and between:

Rete Ferroviaria Italiana – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15”, hereinafter the IM, with registered office at Piazza della Croce Rossa 1, 00161 Rome, tax identification no. and Companies’ Registry of Rome No. 01585570581, R.E.A. no. 758300, VAT registration no. 01008081000, represented by born in on, acting in the capacity of, by virtue of the powers vested in him/her under the dated notarial file no. /,

and

....., hereinafter the RU, with registered office at, registered under no. of the Companies’ Register of, R.E.A. no., tax identification no., VAT registration no., represented by born in acting in the capacity of, by virtue of the powers vested in him/her under the dated as per the self-certification recorded among the files.

RECITALS

- a) the IM is the national rail network franchisee, in accordance with DM 31 October 2000 no. 138-T, and as such carries on the functions referred to in Legislative Decree 112/15;
- b) the IM operates the GSM-R mobile telephone service, for the purposes allowed under the “Individual licence for the installation and supply of a telecommunications network (based on the ETSI GSM-R technology) dedicated exclusively to the control and operation of rail traffic”, as subsequently amended and supplemented;
- c) the RU holds the licence(s) as follows, no. [which has/have been filed by the IM among its records (ref. no. ____)], for the purpose of providing rail services, issued by pursuant to the applicable EU and national regulations;
- d) the RU holds the entitlement document under Article 3(1)(r) of Legislative Decree 112/15 [which has been filed by the IM among its records (ref. no. ____)], issued by the Ministry of Infrastructure and Transport, for providing rail services (*specify the type of service as indicated in the entitlement document*) on the national rail network [*only if possession of this document is required under the applicable law*];
- e) the RU holds the safety certificate part A no. and part B, issued by the National Rail Safety Agency (ANSF);
- f) on, the RU applied to the IM for, in accordance with the processes and schedules set out in the Network Statement (hereinafter NS);
- g) this is a formal contract enabling access to the Italian rail network, with respect to the utilisation of
- h) the RU, in the event of the circumstances referred to in subparagraph 1 of paragraph 2.3.2.1.1 of the NS; has presented a payment plan for the sum of € _____ - which is entirely secured by a performance bond [*issued by a bank/insurer*] [*if this circumstance applies*];
- i) the RU warrants and represents that it has received a copy of the applicable edition of the Network Statement (NS), as compiled and published by the IM pursuant to Article 14 of Legislative Decree. 112/15, and that it fully acknowledges and accepts the contents thereof, undertaking to comply with it also as regards the terms and conditions and the procedures governing access to the rail network and the relevant services.

NOW THEREFORE, the parties hereby covenant and agree as follows:

**Article 1
Recitals and annexes**

The recitals above and annexes below are hereby incorporated in and made a part of this contract by reference:

Annex 1 – Italian Rail Network Access Plan for the utilisation of

Annex 2 – Services;

Annex 3 – Financial overview for use of stations and services;

Annex 4 – List of authorized contacts of the IM and RU.

Article 2

Purpose

This contract relates to access to the rail network for the purpose as follows (for delivering national rail transport services), as detailed to in Annex 1, and of the services referred to in Section 5 of the NS - which the RU shall use during the term hereof, as listed in Annex 2 - and any other services provided by the IM according to the procedures, terms and conditions set out in section 5 of the NS, which constitute the purpose of this Agreement. The RU or IM may submit a grounded request – in the event of any significant changes to the technical and economic conditions based on which the contents of Annexes 1, 2 and 3 have been determined – these annexes may be updated and amended, subject to prior agreement by the parties. In this case, the Parties shall sign and date the new edition of Annexes 1, 2 and 3, which will enter into effect on and from the date of signing thereof.

Article 3

Charges, fees and manner of payment

RU undertakes to pay to the IM the access charges for the purpose of and the fees for the services hereunder. The charges and fees are calculated according to the applicable criteria stipulated in Section 6 of the NS.

The manner of payment and related deadlines of the amounts set out in paragraph 1 above shall be as follows: IM shall issue 2 half-yearly invoices in arrears, no later than the 30th June and 31st December, each one for ½ the contract price. (If the RU requests to pay the access charge for the operations actually carried out, RFI shall issue 2 half-yearly deferred invoices, within the 30th June and December, respectively, for ½ the estimated contract price, and a settlement invoice within 31 March of the following year, relating to the difference between the estimated contract amount paid with the first two invoices and the amount due for the operations actually carried out).

Each bill shall specify the amount payable and the bank details for making the payment.

Article 4

Licence, Safety Certificate and Entitlement Document

In the event the licence, entitlement document and safety certificate are suspended or withdrawn, or the scope thereof is restricted, the RU must promptly notify IM and, acting on its own initiative, immediately suspend any transport operations, without prejudice to the further consequences referred to in paragraph 2.3.2.6 of the NS.

[In the event of a safety certificate expiring during the term of the agreement] If at the expiry of the Safety Certificate referred to in the recitals above it has not yet been extended, or replaced by another suitable safety certificate, in respect of the services herein, the latter shall be deemed to have been suspended, automatically and without the need for prior notice by the IM, until the said extension has been obtained (or, alternatively, a new safety certificate.

Article 5

Insurance and performance bonds

1. IM warrants and represents that it has taken out, and undertakes to maintain, the insurance policy referred to in paragraph 2.3.2.3 of the NS.
2. RU warrants and represents that it has taken out, and undertakes to maintain – without solution of continuity and at least until the expiry hereof – the insurance policy referred to in paragraph 2.3.2.3 of the NS, including the limits of liability and all the other terms and conditions of contract stipulated therein. A copy of the policy (or of the appendix/statement signed by the Insurance Company, in accordance with paragraph 2.3.2.3 of the NS for this type of declaration) has already been forwarded by the RU and filed by the IM among its records.
3. Without prejudice to the foregoing paragraph, and subject to the Insurer's notification obligations to the IM under the policy, in accordance with paragraph 2.3.2.3 of the NS, the RU undertakes to promptly notify IM of the occurrence of any events such as to determine the ineffectiveness/unenforceability of the aforementioned policies, and shall, in any case, immediately and directly suspend the delivery of its transport services, on its own initiative, without prejudice to the further consequences referred to in paragraph 2.3.2.6 of the NS.
4. RU undertakes to provide the performance bond referred to in paragraph 2.3.2.2 of the NS, within the deadline and according to the requirements set out thereunder – for the sum of €.....[in full].

5. [alternatively] RU is exempted from providing the performance bond, in accordance with paragraph 2.3.2.2 of the NS.

Article 6
Use of the GSM-R service

1. In order to qualify for access to the rail network for the purpose of, the RU shall utilise the GSM-R service in accordance with the instructions and prescriptions laid down by the IM, to ensure the safe operation of the rail services (see the applicable Provisions issued by the Direzione Tecnica/Engineering Department of RFI).
2. The “General terms and conditions for the GSM-R service”, including the relevant fees and charges, shall be the subject of a separate agreement, to be signed by the RU.

Article 7
Contact persons

The parties have appointed their contact persons (listed in Annex 3) and undertake to promptly notify any changes/additions thereto and to incur the related costs.

Article 8
Liability

IM and RU shall be held jointly responsible and accountable, in accordance with the provisions hereunder, for any delays and any other events causing the network to operate below standard, as regards the utilisation of the rail network for the purpose of and of the services hereunder.

RU undertakes to hold IM harmless in respect of any claims by customers and third parties, filed in connection with the train services carried out by the RU.

Article 8b
Key Performance Index of the IM (applicable only to passenger service contracts)

The IM undertakes to guarantee the achievement of the following KPIs:

- regarding the passenger information service, a level of satisfaction by the passengers using the stations in which the RU provides transport activities of at least:
 - 90%, in ordinary operating conditions;
 - 80% in critical operating conditions;
- regarding the provision of assistance to disabled persons, a level of user satisfaction, in the stations in which the RU provides transport services, of at least 90%.

The attainment of the KPIs will be assessed by means of customer satisfaction surveys by a specialised company identified by RFI on the basis of a public call for tenders.

The KPIs, as mentioned above, will be calculated taking into account the average values recorded at the stations concerned by the operating programme and included in the specific access contract concluded by each RU. The outcome of the KPI measurements will be supplied to the RUs concerned within 30 April of the year after the year of validity of the contract.

In the event of the failure to reach the target value for each KPI, RFI will allocate the proportion of residual penalties of the Performance Scheme, generated by the passenger traffic and allocated to RFI in the financial statements; prioritarily for the improvement of the services provided in those stations where the contract target was unattained. The improvement measures, and the sums allocated for this purpose, will be notified to the RU concerned and the TRA within 30 days from the recording of the KPIs.

Article 9
Term & Termination of contract

1. This contract shall enter into effect on(the day of utilisation of the first path) and shall expire on(the last day of the timetable).
2. The contract shall be deemed to be terminated in accordance with Article 1456 of the Civil Code, in respect of all the cases of contract termination referred to in paragraph 2.3.2.6 (Termination of contract) of the NS.

Article 10

Disputes – Applicable law

1. The Court of Rome shall have exclusive jurisdiction in respect of any dispute arising in relation to the construction and request hereof.
2. This contract shall be governed and construed according to laws in force, from time to time, in the Italian Republic.

Article 11

Assignment

1. RU shall not be allowed to assign this contract, entirely or in part, or to allow third parties to access and utilise the railway infrastructure and services hereunder in any other way.
2. Violation of this prohibition shall entail the termination of the contract, in accordance with paragraph 2.3.2.6 of the NS, and the exclusion of RU from accessing the railway infrastructure.
3. In any case, the allocation of the allocated infrastructure capacity shall be null and void, in pursuance of Article 22(3) of Legislative Decree 112/15.

Article 12

Contract expenses

Due to the fact that this contract concerns the provision of services subject to the payment of value added tax, its registration is not mandatory, unless it is used in pursuance of D.P.R. 131/1986. In any case, the registration fees, if any, shall be charged to the RU.

Article 13

Final provisions

1. In the event one or more of the provisions of this contract are judged not valid or unenforceable, without the scope of the contract being affected, the other provisions shall continue to remain in force.
2. In the event one or more of the provisions of this contract are judged not valid or unenforceable, they shall be replaced by other provisions consistently with the scope of the contract.
3. Any variations and additions to this contract shall be agreed to by the parties and made in writing.
4. Any matters not expressly governed by this contract, in accordance with recital h) above, shall be governed by the applicable edition of the Network Statement (NS), and by all the documents referred to therein, and by the applicable domestic and Community regulations.
5. The Parties mutually acknowledge that the IM is entitled to amend, supplement and update the NS, if necessary, during the term hereof and in accordance with Article 14(1) of Legislative Decree 112/15. Such amendments of, additions to and updating of the NS shall be made based on any directions and requirements issued by the Regulatory Body (Transport Regulation Authority – TRA), or other competent Authority(ies), if specified in the directions and requirements.
6. If, during the period of this agreement, any measures are adopted by the TRA pursuant to article 37 of DL 201/2011 (amended and converted into Law 214/2011), or other regulatory measures concerning the IM, it may be necessary to adjust the charges for the services rendered by the IM hereunder and to amend the provisions hereof accordingly. In this case, the IM shall timeously draft – and notify to the RU – new versions of Annexes 1, 2A and 2B and, where necessary, provide for an addendum amending/supplementing this contract, which RU shall sign without delay, subject to the changes/additions strictly complying with the aforementioned provisions.

ARTICLE 14

Personal data protection

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Rome,

Signature

(*) If RU prefers, the contract may be concluded by returning a proposal – forwarded by RFI – which must be duly stamped and signed on every page by the RU, as a token of its full and unconditional acceptance thereof.

Standard Form of Access Contract relating to Border Sections of the Railway Network

(updated in December 2019)

This access contract (the Contract) is entered into by and between:

Rete Ferroviaria Italiana – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15”, hereinafter the IM, with registered office at Piazza della Croce Rossa 1, 00161 Rome, tax identification no. and Companies’ Registry of Rome No. 01585570581, R.E.A. no. 758300, VAT registration no. 01008081000, represented by born on at, acting in the capacity of, by virtue of the powers vested in him/her by the of, file no. /,

and

....., hereinafter the RU, with registered office at, registered under no. of the Companies’ Register of, represented by born in acting in his/her capacity as, by virtue of the powers vested in him/her under the dated notarial file no.

RECITALS

- a) RFI, on, and [name of Operator of bordering network], on, entered into a Contract/Agreement, governing cross-border rail services;
- b) under article of the above mentioned Contract/Agreement, [name of Operator of bordering network] is responsible for scheduling and allocating the train paths, with respect to the cross-border line, while RFI, in its capacity as the local rail operator, is competent for entering into access contracts, with respect to the Section of cross-border line within the national border, and consequent billing of the access charges to the client RU;
- c) RFI, on...., and RU, on...., entered into a “Framework Agreement” [if any] between the rail operator Rete Ferroviaria Italiana S.p.A. and [name of RU];
- d) under the ...(Contract, Framework Agreement,...) the Operator of the bordering network notified to RFI the list of train paths allocated to the RU and of the timetables of the rail services on the Section of cross-border line, within the national border;
- e) RU warrants and represents that it is fully acquainted with and accepts the applicable edition of the Network Statement (NS), and the provisions set out in the Contract entered into by the two rail service Operators referred to in recital a) above (Annex), and in the Framework Agreement referred to in recital c) above (Annex) [if any], limitedly to the provisions applicable hereto;
- f) for the purpose of covering any third-party liability damage, arising in connection with the service operations, the RU has presented [annex or statement of validity issued by the insurer or surety] proving the extension of the minimum guarantees provided by the IM of the bordering network of origin also to the sections of line travelled in Italian territory.
- g) the Parties hereto acknowledge that, consistently with recitals b) and d) above, the train paths have already been allocated to the RU by the Operator of the bordering network and, therefore, this contract does not concern the allocation thereof.

NOW THEREFORE, the parties hereby covenant and agree as follows:

Art. 1 The recitals above and annexes below are hereby incorporated in and made a part of this contract by reference:

Annex 1/A Financial Overview –

Annex 1/B Schedule of paths/trains, on the side of the bordering country, with origin and destination in the network connecting stations indicated in article 3 – Access charges;

Annex 2 Schedule of services.

Art. 2 This Contract shall enter into effect on (day of utilisation of first path) until(last day of timetable) and shall be tacitly renewed for each successive timetable, unless terminated by registered letter with proof of receipt at least days prior to the last day of the timetable.

Art. 3 The RU undertakes to pay to RFI the access charges relating to utilisation of the train paths on the Section of cross-border line of in the local country, and for access to the network connecting station of The charges shall be calculated according to the criteria stipulated in paragraph 6.3.1.4 of the NS, and based on the annual Plan for the start of the Timetable. It is hereby stipulated that any changes in the course of the year shall be taken into account (and subtracted or added), for the purpose of determining the amount due by the RU, only if their impact on the overall contract price is equal to $\pm 10\%$.

The amount due and payable by the RU to RFI for the period indicated in the foregoing article 2 is shown in Annex 1 – Financial Overview.

In the event of renewal of this contract in accordance with the foregoing article 2, the parties shall update Annexes 1/A - 1/B and, consequently, the RU shall pay RFI the access charge resulting from the accordingly adjusted annexes.

Art. 4 [alternatively, if the RU requests to pay the access charge for the operations actually carried out] The RU shall pay to RFI the charges for the use of the train paths on the section of border line of In the territorial State and for accessing the network connecting station of

The said charges shall be calculated in accordance with paragraph 6.3.1.4 of the NS and based on the specific request by the RU, determined taking into account the actual services operated by it.

In the case this contract is renewed in accordance with article 2 above, the parties shall update the Annexes 1/A and 1/B and, therefore, the RU shall pay to RFI the amount of the charges resulting from the actual services operated by it.

Art. 5 The manner of payment and related deadlines of the amounts set out in article 3 above shall be as follows: RFI shall issue 2 half-yearly deferred invoices, no later than the 30th of June and December, each one for $\frac{1}{2}$ the contract price. Each invoice shall specify the amount payable and the bank details for making the payment.

Art. 6 [alternatively, if the RU requests to pay the access charge for the operations actually carried out] The manner of payment and related deadlines of the amounts set out in article 3 above shall be as follows: RFI shall issue 2 half-yearly deferred invoices, within the 30th June and December, respectively, for $\frac{1}{2}$ the contract price, and a settlement invoice within 31 March of the following year, relating to the difference between the estimated contract amount paid with the first two invoices and the amount due for the actual services operated by it. Each invoice shall specify the amount payable and the bank details for making the payment.

RU shall then pay the invoices within sixty calendar days from the date of issuing. In the event the payment is delayed, the RU shall pay default interest to the IM pursuant to article 5 of Legislative Decree 231/2002, as amended.

Art. 7 The Court of Rome shall have exclusive jurisdiction in respect of any dispute arising in relation to the construction and request hereof.

This contract shall be governed and construed according to laws in force, from time to time, in the Italian Republic.

Art. 8 The Parties acknowledge that any matters not expressly provided for herein shall be governed by:

- the Civil Code;
- the Contract referred to in recital a) hereof;
- the Framework Agreement referred to in recital c); [if any]
- the applicable edition of the NS.

Art. 9 Personal data protection

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Any amendments and supplements hereto shall be agreed to by the parties in writing.

Rome,.....

Standard Form of Framework Agreement

(updated in December 2019)

This framework agreement (the Agreement) is entered into by and between:

Rete Ferroviaria Italiana – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15”, hereinafter the IM, with registered office at Piazza della Croce Rossa 1, 00161 Rome, tax identification no. and Companies’ Registry of Rome No. 01585570581, VAT registration no. 01008081000, represented by born on at in his/her capacity as, by virtue of the powers vested in him/her under the of notarial file no.,

and

....., hereinafter referred to as the Applicant, with registered office at, registered with the Companies’ Registry of, with no., REA no., tax identification no., VAT Registration no., represented by born on at in his/her capacity as, by virtue of the powers vested in him/her under the of notarial file no., as per the self-certification documents filed among the records.

RECITALS

Article 22.5 of Legislative Decree 112/15, published in the Official Journal no. 170 of 24 July 2015, provides that the IM and an Applicant may enter into a Framework Agreement for utilisation of the infrastructure capacity for a period in excess of the period of validity of a working timetable, while Article 23.1 provides that the Framework Agreement does not detail the train paths, but is aimed at meeting the Applicant’s legitimate commercial expectations; and Article 3(1)(cc) lays down that the Applicant may be a railway undertaking, or even individuals or corporations with a public service or business interest in acquiring infrastructure capacity to provide rail transport services, besides the regions and autonomous provinces, albeit limitedly to the services within their remit;

- DM 138T/2000 awards the franchise for managing the national rail network to R.F.I. S.p.A.;
- On the Applicant expressed the desire to acquire network capacity availability;
- The IM has informed the Applicant of the availability of network capacity, in accordance with Schedule A hereto;
- The Applicant has produced the documents proving that it has entered into a purchase/leasing contract of the rolling stock needed to operate the transport services for which it has requested the infrastructure capacity herein *[if the Applicant is a RU that does not yet possess the rolling stock at the conclusion of the contract]*;
- [or]
- The Applicant *[if an individual or corporation other than a RU]* has formally designated, notifying the IM to this effect, the RU that will be operating the transport services, at least during the first year of the term of the Framework Agreement, in connection with the acquired capacity;
- The Applicant has produced the documents referred to in paragraph 2.3.1, letter b), point 9(i) and (ii) of the NS [only if the time passing between the date of signing and the start date of the service is less than 24 months, cf. paragraph 2.3.1, letter b)];
- The Applicant acknowledges receipt of a copy of the applicable edition of the Network Statement (hereinafter the NS), drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, and warrants and represents that he is fully acquainted with and accepts the contents thereof and undertakes to abide by and comply with it.

NOW THEREFORE the Parties hereby covenant and agree as follows:

**Article 1
Recitals**

The above recitals are hereby incorporated in and made a part of this Framework Agreement (hereinafter the Agreement).

Article 2

Purpose

The purpose of this Agreement is the rail infrastructure capacity – as specifically identified in Schedule A hereto – defined based on the typical parameters as follows:

- I. Type of transport service
- II. Characteristics of the connections: lines, origin/destination, stops
- III. Characteristics of the trains: traction, speed, mass, length, axial weight (freight), loading gauge (freight), transport of dangerous goods
- IV. Number of paths per time slot, broken down by line
- V. Overall volume per timetable period included in the term of the Agreement (shown as trkm)
- VI. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement)
- VII. (Exclusively for Framework Agreements relating to the HS/HC infrastructure) Identification of the receiving tracks

which the IM hereby undertakes to make available to the Applicant, whilst things remain as they now stand and in accordance with the provisions set out in the NS [see paragraph 4.4.3(2)], and the Applicant undertakes to utilise, in terms of train paths, within the meaning of the following clause 4. If an additional capacity were to become available during the term hereof, in connection with the implementation of any new infrastructures, the IM undertakes to inform the Applicant of the date of commissioning of each new infrastructure with at least 12 months' notice and providing, if possible, general information in connection therewith, with at least 24 months' notice.

In the event the new network capacity allows a significant variation of the capacity supply, or following the Applicant's increased need of capacity, beyond the limit set out in article 8 of this Framework Agreement, it shall be possible to provide for an agreed update of Schedules A and/or B, subject to an assessment of the available capacity, which update shall then be effective from the first useful service timetable. For this purpose, Schedule D features the reference guidelines for updating Schedules A and/or B.

The IM, in accordance with paragraph 2.4.2 of the NS, undertakes to extend to the Applicant the same information provided to the RU, with respect to any temporary reductions of capacity, as detailed in the ePIR portal, in order to allow more coordinated service rescheduling operations.

The IM also undertakes to supply to the railway undertaking that will perform the transport services on behalf of the Applicant (hereinafter the RU), and on the RU's explicit request, any further services, listed among the mandatory or complementary services within the meaning of the NS, and detailed in Schedule B hereto, at the conditions stipulated in the NS applicable at the date of the request.

The IM assures that the network capacity hereunder is consistent with the quantity envisaged by the applicable regulations.

Article 3

Term of the capacity

The capacity hereunder shall be made available for a term of years, equal to working timetables (*more than one but no more than timetables*), effective from(date of the entry into effect of the first useful timetable) until(last day of effectiveness of the last useful timetable).

Article 4

Applicant's obligations

In the event the Applicant is other than a RU, it undertakes to ensure that the capacity detailed in Schedule A is used by the RU providing the transport services on its behalf.

The Applicant undertakes to formally appoint and make known to the IM, no later than (9 months prior to the entry into effect of the first working timetable hereunder), the name of the RU qualified to utilise the capacity hereunder – in terms of train paths – for the term as follows (term of the 1st working timetable hereunder), and to formally confirm this name to the IM, or any variations thereof, at least 9 months prior to the entry into force of each of the working timetables subsequent to the first one.

If the Applicant, alternatively to the above, requests the paths, each year, consistently with the capacity set out in the Framework Agreement, it undertakes to formally designate to the IM, within 30 days from the start of the services, the RU which shall operate the services on the IM's network, on its behalf, subject to the prior subscription of the infrastructure Access Contract.

In the event of Agreements the start date of which has been postponed, with respect to the first useful working timetable period, the Applicant (if a RU) or the designated RU, pursuant to paragraph 2.3.1, part b), point 9 of the applicable edition of the NS, undertakes to provide to the IM:

- within _____ [within the 24th month prior to the start date of the working timetable period], the documents proving the availability of an instructor qualified to drive the rolling stock, and related training plan;
- within _____ [within the 12th month prior to the start date of the working timetable period], the documents proving the availability of the rolling stock prototype for test purposes.

For each year of effectiveness of this Agreement, the Applicant (if a RU) shall:

1. first of all, apply for a number of train paths equivalent to the capacity detailed in Schedule A, in accordance with the timescales and the provisions referred to in paragraph 2.3.1 of the NS and save as provided in the following clause 8, and the services referred to in Schedule B;
2. then enter into a Access Contract of the infrastructure with the IM, in respect of the train paths notified by the IM in accordance with paragraph 4.4.6 of the NS, conditional on their being objectively consistent with the characteristics of the capacity hereunder, and the services referred to in Schedule B, the quantities and prices of which shall be detailed in a special schedule attached to the Agreement.

In the event the Applicant (other than a RU) designates and appoints a RU, the latter shall apply for the paths and enter into the aforementioned contract. However, the Applicant shall in any case be responsible for the failure by the RU to comply with the abovementioned obligations, pursuant to article 9 below.

If the event of any new requests for or changes to the framework capacity, in respect of train paths and time slots that are already occupied for up to 85% of their total capacity (in accordance with the figures posted in the ePIR portal, with reference to the capacity allocated under the Framework Agreement), the IM and RU shall comply with the provisions in paragraph 4.4.1.2 of the NS.

Article 5

Performance bond

The Applicant undertakes to provide a performance bond, in accordance with paragraph 2.3.1.1 of the NS, within the deadline and on the basis of the requirements provided for therein, for the amount of €..... [....].

This amount shall then be discounted in the calculation of the value of the guarantee that the Applicant undertakes to provide to the IM at the conclusion of the infrastructure Access Contract, for each year of operations provided in the Framework Agreement, as specified in paragraph 2.3.2.2 of the NS *[if the Applicant is a RU that will operate the transport services for the capacity allocated in the relevant Agreement]*.

Article 6

Information and data confidentiality

For each year of the term of this Agreement, the IM shall provide the NS to the Applicant, at the terms and conditions stipulated therein.

The IM undertakes to provide to the Applicant, for the entire term of the Agreement and at each new timetable, in digital format, the timetable and access charges relating to the rail services using the capacity hereunder, exclusively for planning and control purposes.

The information relating to the punctuality and cancellation of the trains referred to in the access contract entered into by the RU, in accordance with the following clause 8, and also including the reports on the charges and the Performance Regime, shall be directly accessible to both the RU and the holder of the FA (other than a RU).

The Applicant and IM, save as provided in Article 23(9) of Legislative Decree 112/15, undertake to keep strictly confidential any data, information, documents and studies with which they become acquainted, in connection with the conclusion and performance of the Agreement, excepting the cases expressly envisaged by the applicable regulations, and undertake to utilise the said data, information, documents and studies solely for the required purposes.

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Article 7

Temporary reductions of capacity

In the event of network maintenance and upgrading works that can no longer be deferred, and save as provided in the NS, in respect of the appointed RU, the IM shall contextually inform the Applicant of the changes made to the parameters detailed in Schedule A. This shall not entitle to compensation or indemnification of any kind.

In the event of acts of God, the consequent changes made to the parameters detailed in Schedule A, as defined each time by the IM, shall be notified to the Applicant and the IM shall not be obliged or required to pay any compensation / indemnification, in connection therewith.

Article 8
Agreed capacity

The capacity, as stipulated in general terms in Schedule A, shall be allocated, on an annual basis, by the IM in terms of train paths to the Applicant (if a RU) or to the RU appointed for each working timetable, by means of the conclusion of a Access Contract, in accordance with the procedures and timescales stipulated in Section 4 of the NS.

In order to ensure the flexible adaptation of the available services to demand, from the second working timetable subsequent to the first one specified in clause 3, the Applicant (if a RU) or appointed RU may submit to the IM – in accordance with the timescales set out in the NS – a capacity alteration request, compared to the capacity specified in Schedule A, which, as a rule, shall be maintained within a range of $\pm 10\%$ of the trains*km, save as provided in paragraph 2.3.1(c) of the NS. If the appointed RU avails itself of this opportunity it shall be presumed that it is acting with the Applicant's consent.

Article 9
Term & termination of contract

This Agreement shall enter into effect on the date of execution hereof until

This Agreement may be terminated in accordance with Article 1456 of the Civil Code and paragraph 2.3.1.3 of the applicable edition of the NS on the date of termination.

In the aforementioned cases, the Framework Agreement shall be deemed to be terminated on the service of a notice by the IM by means of registered mail with proof of receipt.

In all cases of termination through the Applicant's fault, the IM shall be entitled to enforce the Performance Bond under clause 5, as indemnification for any damage sustained for breach of contract, save any further damages due.

Article 10
Final provisions

In the event the capacity services listed in Schedule A are allocated by the Applicant to one or more RUs, the provisions of this Agreement shall apply to each RU.

In the event one or more of the provisions of this Agreement are judged not valid or inapplicable, without the scope of the Agreement being affected, the other provisions shall remain in force.

In the event one or more of the provisions of this Agreement are judged not valid or inapplicable, they shall be replaced by other provisions consistently with the scope of the Agreement.

Any alterations of and supplements to this Agreement shall be agreed to by the parties and made in writing.

Any matters not expressly governed by this Agreement shall be governed by the applicable edition of the Network Statement (NS), published by the IM, the applicable national regulations and the documents listed in the recitals and annexes hereto. Therefore, the Parties mutually acknowledge that the IM is entitled to amend, supplement and update the NS, if necessary, during the term hereof and in accordance with Article 14(1) of Legislative Decree 112/15. Such amendments of, additions to and updating of the NS, shall enter immediately into force, after having been adequately published or notified to the Applicant.

The text hereof shall be automatically adapted to the aforementioned amendments, additions and updates.

Article 11
Disputes – Applicable law & jurisdiction

The Court of Rome shall have exclusive jurisdiction in respect of any dispute arising in relation to the construction and request of this agreement.

Article 12
Contract expenses

The expenses incurred in connection with the conclusion of this agreement, for making copies thereof, and the stamp duty, if any, shall be charged entirely to the RU. Any VAT shall also be charged to the RU. The relative taxes shall be charged to the parties in accordance with the law.

This agreement consists of pages.

Article 13 Schedules

The following schedules are attached hereto and made an integral part hereof:

- Schedule A – Typical parameters of the infrastructure capacity
- Schedule B – Services provided by the IM on the RU's request
- Schedule C – Estimated average access charges
- Schedule D – Guidelines for updating Schedules A and B

On behalf of Rete Ferroviaria Italiana

On behalf of the Applicant

Standard Form of Framework Agreement for PSO Services

(updated in December 2019)

This framework agreement (the Agreement) is entered into by and between:

Rete Ferroviaria Italiana – Società per Azioni – Ferrovie dello Stato Italiane Group – “A single-shareholder company managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15”, hereinafter IM, with registered office at Piazza della Croce Rossa 1, 00161 Rome, tax identification no. and Companies’ Registry of Rome No. 01585570581, R.E.A. n.758300, VAT registration no. 01008081000, represented by, by virtue of the powers vested in him/her,

and

....., hereinafter referred to as the Applicant, with registered office at, represented by born on at in his/her capacity as, by virtue of the powers vested in him/her under the of

RECITALS

Article 22.5 of Legislative Decree 112/15, published in the Official Journal no. 170 of 24 July 2015, provides that the IM and an Applicant may enter into a Framework Agreement for utilisation of the infrastructure capacity for a period in excess of the period of validity of a working timetable, while Article 23.1 provides that the Framework Agreement does not detail the train paths, but is aimed at meeting the Applicant’s legitimate commercial expectations; and Article 3(1)(cc) lays down that the Applicant may be a railway undertaking, or even individuals or corporations with a public service or business interest in acquiring infrastructure capacity to provide rail transport services, besides the regions and autonomous provinces, albeit limitedly to the services within their remit;

DM 138T/2000 awards the franchise for managing the national rail network to R.F.I. S.p.A.;

On the Applicant expressed the desire to acquire network capacity availability;

The IM has informed the Applicant of the availability of network capacity, in accordance with Schedule A hereto;

The Applicant acknowledges receipt of a copy of the Network Statement (hereinafter the NS) [edition], drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, and warrants and represents that he is fully acquainted with and accepts the contents thereof and undertakes to abide by and comply with it.

NOW THEREFORE the Parties hereby covenant and agree as follows:

**Article 1
Recitals**

The above recitals are hereby incorporated in and made a part of this Framework Agreement (hereinafter the Agreement).

**Article 2
Purpose**

The purpose of this Agreement is the rail infrastructure capacity – as specifically identified in Schedule A hereto – defined based on the typical parameters as follows:

- I. Type of transport service
- II. Characteristics of the connections: lines, origin/destination, stops
- III. Characteristics of the trains: traction, speed, mass, length
- IV. Number of paths per time slot, broken down by line, indicating the periodicity schedule and average commercial speed of reference.
- V. Overall volume per timetable period included in the term of the Agreement (shown as trkm)
- VI. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement)
- VII. Definition of a structured system of services, possibly characterised by train synchronisation and correspondences, based on the integration of the different transport modes.

which the IM hereby undertakes to make available to the Applicant, whilst things remain as they now stand and in accordance with the provisions set out in the NS [see paragraph 4.4.2(1)] and the following article 3, and the Applicant undertakes to utilise, in terms of train paths, within the meaning of the following clause 4. If an additional capacity were to become available during the term hereof, in connection with the implementation of any new infrastructures, the IM undertakes to inform the Applicant of the date of commissioning of each new infrastructure with at least 12 months' notice and providing, if possible, general information in connection therewith, with at least 24 months' notice.

In the event the new network capacity allows a significant variation of the capacity supply, or following the Applicant's increased need of capacity, beyond the limit set out in article 8 of this Framework Agreement, it shall be possible to provide for an agreed update of Schedules A and/or B, subject to an assessment of the available capacity, which update shall then be effective from the first useful service timetable. For this purpose, Schedule D features the reference guidelines for updating Schedules A and/or B.

The IM also undertakes to supply to the railway undertaking that will perform the transport services on behalf of the Applicant (hereinafter the RU), and on the RU's explicit request, any further services, listed among the mandatory or complementary services within the meaning of the NS, and detailed in Schedule B hereto, at the conditions stipulated in the applicable NS at the date of the request. Any changes to the provision of the said services, however, shall not entail any impairments to the efficiency of the service and of the support activities and shall be notified beforehand to the Applicant or to the company to which the services have been outsourced.

The IM also undertakes to ensure a connection with the facilities operated by other parties (and listed in schedule E hereto, together with those directly or indirectly operated by the IM).

The IM assures that the network capacity hereunder is consistent with the quantity envisaged by the applicable regulations.

Article 3

Term of the Agreement and availability of capacity

3.1 This Agreement shall be valid for years, effective from the date of execution, for a term commensurate with the period of allocation of the rail transport service by the public authority.

3.2 This Agreement, being related to a tendering procedure for the awarding of contracts that require significant investments, strictly related to the utilisation of the capacity received hereunder, shall be valid for years, effective from the date of execution, after which it may be renewed, unless terminated by either party, for valid reasons, for a further years.

The parties understand that the availability of the capacity hereunder is guaranteed for the term hereof, effective from the "first useful working timetable period", downstream from the completion of the functional procedure ensuring the effective operation of the company awarded the contract. In order to define the actual period for which the capacity is available hereunder, the Applicant undertakes to notify to the IM the date of inception of the services related to the fulfilment of the tendering procedure 12 months prior to the "first useful timetable period".

The IM is therefore obliged to guarantee the availability of the capacity referred to in Schedules A and B, effective from the start date of the services, to be mandatorily notified within the deadlines specified herein.

[paragraph 3.2 applies only in the cases in which the Framework Agreement is functional to the performance of a tendering procedure for awarding the local public transport services contract].

Article 4
Applicant's obligations

In the event the Applicant is other than a RU, it undertakes to ensure that the capacity detailed in Schedule A is used by the RU providing the transport services on its behalf.

The Applicant undertakes – 9 months prior to the entry into effect of the “first useful working timetable” hereunder – to formally appoint and make known to the IM the name of the RU qualified to utilise the capacity hereunder – in terms of train paths – and to formally confirm or change this name to the IM, or any variations thereof, at least 9 months prior to the entry into force of each of the working timetables subsequent to the first one.

If the Applicant, alternatively to the above, requests the paths, each year, consistently with the capacity set out in the Framework Agreement, it undertakes to formally designate to the IM, within 30 days from the start of the services, the RU which shall operate the services on the IM's network, on its behalf, subject to the prior subscription of the infrastructure Access Contract.

For each year of effectiveness of this Agreement, the Applicant (if a RU) shall:

1. first of all, apply for a number of train paths equivalent to the capacity detailed in Schedule A, in accordance with the timescales and the provisions referred to in paragraph 2.3.1 of the NS and save as provided in the following clause 7, and the services referred to in Schedule B;
2. then, as specified in the following article 7, enter into an Access Contract with the IM, in respect of the train paths and the services referred to in Schedule B, the quantities and prices of which shall be detailed in a special schedule attached to the Contract.

However, the Applicant shall in any case be responsible for the failure by the RU to comply with the obligations referred to in paragraphs 1 and 2 above.

If the event of any new requests for or changes to the framework capacity, in respect of train paths and time slots that are already occupied for up to 85% of their total capacity (in accordance with the figures posted in the ePIR portal, with reference to the capacity allocated under the Framework Agreement), the IM and RU shall comply with the provisions in paragraph 4.4.1.2 of the NS.

Article 5

Information and data confidentiality

The IM undertakes to provide to the Applicant, for the entire term of the Agreement and at each new timetable, in digital format, the timetable and access charges relating to the rail services using the capacity hereunder, exclusively for planning and control purposes.

The IM warrants and represents that the information stored in its data banks, and relating to the punctuality, the cancellation of the trains referred to in the Access Contract entered into in accordance with the following clause 7, and the reports on the charges and the Performance Regime shall be directly accessible to both the RU and the holder of the FA (other than a RU).

The Applicant and IM, save as provided in Article 23(9) of Legislative Decree 112/15, undertake to keep strictly confidential any data, information, documents and studies with which they become acquainted, in connection with the conclusion and performance of the Agreement, excepting the cases expressly envisaged by the applicable regulations, and undertake to utilise the said data, information, documents and studies solely for the required purposes.

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Article 6 Temporary reductions of capacity

In the event of network maintenance and upgrading works that can no longer be deferred, and save as provided in the NS, in respect of the appointed RU, the IM shall contextually inform the Applicant of the changes made to the parameters detailed in Schedule A. This shall not entitle to compensation or indemnification of any kind.

In the event of acts of God, the consequent changes made to the parameters detailed in Schedule A, as defined each time by the IM, shall be notified to the Applicant and the IM shall not be obliged or required to pay any compensation / indemnification, in connection therewith.

Article 7

Agreed capacity with the Railway Undertaking

The capacity, as stipulated in general terms in Schedule A, subject to a prior request made in accordance with the foregoing article 4(1), shall be allocated, on an annual basis, by the IM in terms of train paths to the RU appointed for each working timetable, by means of the conclusion of a Access Contract, in accordance with the procedures and timescales stipulated in Section 4 of the NS.

In order to ensure the flexible adaptation of the available services to demand, the Applicant (if a RU) or appointed RU/International Grouping may submit to the IM – in accordance with the timescales set out in the NS – a capacity alteration request, compared to the capacity specified in Schedule A, which, as a rule, shall be maintained within a range of $\pm 10\%$ of the trains*km (trkm), save as provided in paragraph 2.3.1(c) of the NS. If the appointed RU avails itself of this opportunity it shall be presumed that it is acting with the Applicant's consent.

Article 8

IM's Key Performance Indicator and minimum quality standards

IM commits to ensure as service quality indicator (KPI) for Local Public Transports, the application of the average commercial speed declared into Annex F, related to the totality of the Framework Agreement service program relations. KPI' target is considered achieved if the average commercial speed, as per the final timetable program, results equal or nor lower than 2% in comparison with the one declared into the specific Framework Agreement, expect for cases in which different values derive from a different planning by the Applicant or by the Rail Undertaking fostering for the service.

Should the fixed target be missed, RFI will pay an amount equal to 2% of the access charges value due for the relevant year.

The IM undertakes to guarantee the provision of the following services, in accordance with measure 15 of TRA no. 16 of 2018:

- i. the supply of information, in accordance with the forms and procedures set out in SCHEDULE G, to the passengers and general public, within the stations managed by the IM, regarding the infrastructure and the availability of spaces therein;
- ii. the cleanliness and comfort of the stations managed by the IM, according to the minimum quality standards set out in SCHEDULE G;
- iii. the independent accessibility of the stations managed by the IM, in accordance with Regulation (EU) 1300/2014, and consistently with the minimum quality standards set out in SCHEDULE G;
- iv. assistance services to persons with reduced mobility in the stations managed by the IM, to be provided in accordance with the minimum quality standards set out in SCHEDULE G;
- v. passenger safety in the stations managed by the IM, according to the standards set out in SCHEDULE G.

The minimum quality standards relating to the services referred to in letters i-v shall be defined within the framework of the negotiations entered into by and between the Applicant and the IM.

Article 9

Termination of contract

This Agreement may be terminated in accordance with Article 1456 of the Civil Code, in all the termination cases provided in paragraph 2.3.1.3 of the NS [edition], and if the Applicant fails, within the first 5 years of validity of the Agreement, to notify the start date of the services, in accordance with article 3 above.

In the aforementioned cases, the Framework Agreement shall be deemed to be terminated on the service of a notice by the IM by means of registered mail with proof of receipt.

Article 10

Final provisions

In the event the capacity services listed in **Schedule A** are allocated by the Applicant to one or more RUs, the provisions of this Agreement shall apply to each RU concerned.

In the event one or more of the provisions of this Agreement are judged not valid or inapplicable, without the scope of the Agreement being affected, the other provisions shall remain in force.

In the event one or more of the provisions of this Agreement are judged not valid or inapplicable, they shall be replaced by other provisions consistently with the scope of the Agreement.

Any alterations of and supplements to this Agreement shall be agreed to by the parties and made in writing.

Any matters not expressly governed by this Agreement shall be governed by the Network Statement (NS) [edition], published by the IM, the applicable national regulations and the documents listed in the recitals and annexes hereto. Therefore, the Parties mutually acknowledge that the IM is entitled to amend, supplement and update the NS, if necessary, during the term hereof and in accordance with Article 14(1) of Legislative Decree 112/15. Such amendments of, additions to and updating of the NS, shall enter immediately into force, after having been adequately published or notified to the Applicant.

The text hereof shall be automatically adapted to the aforementioned amendments, additions and updates.

Article 11 **Disputes – Applicable law & jurisdiction**

The Court of Rome shall have exclusive jurisdiction in respect of any dispute arising in relation to the construction and request of this agreement.

Article 12 **Contract expenses**

The expenses incurred in connection with the conclusion of this agreement, for making copies thereof, and the stamp duty, if any, shall be charged entirely to the RU. Any VAT shall also be charged to the RU. The relative taxes shall be charged to the parties in accordance with the law.

This agreement consists of pages.

Article 13 **Schedules**

The following schedules are attached hereto and made an integral part hereof:

- Schedule A – Typical parameters of the infrastructure capacity
- Schedule B – Services provided by the IM on the RU's request
- Schedule C – Estimated average access charges
- Schedule D – Guidelines for updating Schedules A and B
- Schedule E – Localization of installations and services related to allocated capacity
- Schedule F – Average relevant commercial speed
- Schedule G – Minimum quality standards of the service

On behalf of Rete Ferroviaria Italiana

On behalf of the Applicant

Operating procedures for passenger announcements in the case of snow/ice emergency conditions (updated in December 2019)

This procedure defines the rules governing the operating process and how to handle communications in respect of planned/unplanned changes to train services, in the case of very exceptional conditions, according to the internal regulations of Rete Ferroviaria Italiana (RFI), especially with regard to emergency weather conditions. It applies to all the events within the meaning of very exceptional conditions and operating incidents.

Very exceptional conditions

Conditions can become 'very exceptional' when they:

- cause damage to passengers, staff or third parties;
- affect a network junction or line for a forecasted length of more than 2 hours;
- give rise difficulties or significant repercussions on train services, due to the re-routing of trains, especially long-distance trains, onto alternative routes.

Furthermore, it applies to abnormalities that cannot be defined as significant when they arise, but which evolve into significant abnormalities over time or which affect lines/yards of significant commercial importance.

MANAGING EXCEPTIONAL CONDITIONS

When very exceptional conditions arise, according to the definition given above, RFI shall:

- regulate train services, handling the exceptional conditions by allocating the residual capacity, deciding the relevant and most appropriate measures jointly with the Railway Undertakings (such as service restrictions, cancellations, re-routing, etc.);
- activate, subject to prior consultation with the undertakings involved, all the necessary channels for providing prompt and effective information to passengers, by means of:
 - a) specific announcements via the audio/video peripherals at stations and coordination with the RUs for on-board announcements;
 - b) notices regarding the exceptional conditions published in the "*RFI ultime notizie*" Section of the RFI website www.rfi.it.

COLD WEATHER EMERGENCIES (ICE/SNOW)

The implementation of the measures provided for in the snow and ice emergency plans depends on the weather forecasts and adverse weather reports issued by the National Department for Civil Protection and its local branches. The warning levels are low, medium and high, associated with the following messages:

1. **Low warning** - Be aware: weather conditions which, normally, do not entail any disruption of or changes to train services, because the available equipment and resources are sufficient to maintain the systems and lines in efficient working order.
2. **Medium warning** - Be prepared: in this case the weather conditions could entail a limited degree of disruption to services or other operations (marshalling, etc.). The available resources, including workforce, are nevertheless sufficient to maintain most switches/tracks in efficient working order.
3. **High warning** - Take action: the weather conditions are such as to prevent the efficient operation of all the tracks and switches. The available resources, therefore, are diverted to the service infrastructure with priority status.

Medium and high warnings entail the implementation of specific contingency plans targeting regional/long-distance trains, defined in advance with the Railway Undertakings, in order to concentrate the available resources on the stations in more critical conditions and to ensure the highest possible passenger mobility, with prior announcements as to the guaranteed services.

Based on the availability of the lines affected by the emergency, the services, passengers and freight, will be appropriately rescheduled in compliance with the principles of transparency and non-discrimination.

To ensure the effective implementation of its snow and ice contingency plans, RFI can deploy the following snow and ice-treatment resources:

- over 700 stations fitted with heating devices for switches, to melt the snow/ice;
- 80 emergency vehicles for towing snowbound trains;
- 15 vehicles/equipment for removing snow and ice (5 snow throwers, 4 Fresia snow ploughs and 6 Multisys steam engines).

Furthermore, depending on the type of emergency situation, RFI can:

- implement specific measures for keeping the overhead power line in efficient working order, by means of automatic anti-icing and de-icing devices and trains fitted with ice scraping devices scheduled to run during the working timetable;
- concentrate resources in critical areas of the network, especially urban and metropolitan areas;
- set up Local Operations Centres coordinated by RFI's Central Operations Room. In serious emergency situations, depending on the contingency of events, an Operations Centre can be set up at the Central Divisions or a dedicated crisis unit;
- provide prompt and effective information to the Railway Undertakings and passengers in stations, with respect to any service delays or alternative travel plans, according to the following procedures:
 - a) specific audio/video announcements in the anticipation of bad weather conditions;
 - b) bad weather warnings issued to the local authorities, civil protection services and police;
 - c) online posting of alerts and warnings, with respect to potential weather-related emergencies, in the dedicated "**RFI ultime notizie**" Section of the website www.rfi.it, with constant updates until the end of the bad weather conditions or service disruption.

Model PERFORMANCE BOND provided in connection with the Framework Agreement and Access Contract

WHEREAS

- a Framework Agreement for using the capacity of the railway infrastructure, expiring on for the estimated amount of € (.....) has been entered into by Rete Ferroviaria Italiana Società per Azioni (hereinafter RFI) and the Railway Undertaking (hereinafter the RU or Company), based in and represented by Mr.;

- the RU is required to provide a guarantee for the amount of €, in the form of an on-demand performance bond, for the accurate e full compliance with its contractual obligations;
[in the cases provided in § 2.3.1.1] - the said performance bond shall guarantee all the obligations undertaken by the RU to RFI, under the access contracts entered into from, in connection with the above mentioned Framework Agreement.

NOW THEREFORE

..... (*the bond issuing entity*), through its legal representatives Mr., hereby undertakes to stand surety in the interest of and for RFI, up to the amount of € in respect of the effects and precise fulfilment of the obligations undertaken by the principal under the Framework Agreement and [in the cases provided in § 2.3.1.1] Access Contracts to the above mentioned railway infrastructure.

This performance bond shall comply with all the applicable regulatory and legislative constraints and provisions governing guarantee deposits, also in the case any general failures by the RU, with regard to any obligations undertaken by it, are mutually settled by the RU and RFI.

Consequently, also in the latter case, in the event of the circumstance of the total or partial enforcement of the performance bond in favour of this Company, RFI may avail itself of this performance bond – pursuant to which (*the bond issuing entity*) undertakes to pay, simply upon the demand, in writing, by registered letter with proof of receipt, within 30 (thirty) days from the receipt thereof, the amount that will be quantified, albeit within the ceiling of € - without any reservations or claims of any kind and without the possibility to file challenges or objections, with respect thereto, or to request proof, evidence or documents regarding any failures that have given rise to the enforcement of the bond, with the ensuing possibility for (*the bond issuing entity*) to file claims or objections of any kind, sort or nature, with regard to the events relating to the main bond relationship, including the bankruptcy of the RU or other insolvency proceedings.

The above shall apply also in the case of objections or claims – arising from the contractual relationship with RFI – by the RU or of proceedings pending prior to the Judicial Authorities.

This performance bond shall be issued with the express waiver of any benefits of prior enforcement and with the exemption, for the guaranteed Company, to file against the guarantor the petitions referred to in article 1957 of the Civil Code. The parties also covenant and agree that this performance bond shall be released and provided that, at the date of release, there are no pending objections, claims or disputes.

The release shall be effected in a single instalment through the restitution of the bond.

Finally, (*the bond issuing entity*) hereby declares that it expressly waives (the right) to “rely on the expiry of the time limit”, pursuant to article 1957 of the Civil Code.

Any disputes arising out of or from the interpretation, enforcement and redemption of the bond shall be exclusively referred to and finally settled by the Court of Rome.

Signature

NB:

- The signature on the performance bond shall be authenticated by a notary public, who must establish the powers and qualifications of the signatory.
- If the document referred to herein is attached as an appendix to any standard forms of contract (general policy terms and conditions), the performance bond issuer shall add a declaration to the effect that the performance bond itself shall prevail over the said standard forms of contract.

Model PERFORMANCE BOND provided in connection with the Access Contract

WHEREAS

an Access Contract to the railway infrastructure, expiring on for the estimated amount of € (.....) has been entered into by Rete Ferroviaria Italiana Società per Azioni (hereinafter RFI) and the Railway Undertaking (hereinafter the RU or Company), based in and represented by Mr.; the RU is required to provide a guarantee for the amount of €, in the form of an on-demand performance bond, for the accurate e full compliance with its contractual obligations.

NOW THEREFORE

..... (*the bond issuing entity*), through its legal representatives Mr., hereby undertakes to stand surety in the interest of and for RFI, up to the amount of € in respect of the effects and precise fulfilment of the obligations undertaken by the principal under the Access Contracts to the above mentioned railway infrastructure.

This performance bond shall comply with all the applicable regulatory and legislative constraints and provisions governing guarantee deposits, also in the case any general failures by the RU, with regard to any obligations undertaken by it, are mutually settled by the RU and RFI.

Consequently, also in the latter case, in the event of the circumstance of the total or partial enforcement of the performance bond in favour of this Company, RFI may avail itself of this performance bond – pursuant to which (*the bond issuing entity*) undertakes to pay, simply upon the demand, in writing, by registered letter with proof of receipt, within 30 (thirty) days from the receipt thereof, the amount that will be quantified, albeit within the ceiling of € - without any reservations or claims of any kind and without the possibility to file challenges or objections, with respect thereto, or to request proof, evidence or documents regarding any failures that have given rise to the enforcement of the bond, with the ensuing possibility for (*the bond issuing entity*) to file claims or objections of any kind, sort or nature, with regard to the events relating to the main bond relationship, including the bankruptcy of the RU or other insolvency proceedings.

The above shall apply also in the case of objections or claims – arising from the contractual relationship with RFI – by the RU or of proceedings pending prior to the Judicial Authorities.

This performance bond shall be issued with the express waiver of any benefits of prior enforcement and with the exemption, for the guaranteed Company, to file against the guarantor the petitions referred to in article 1957 of the Civil Code. The parties also covenant and agree that this performance bond shall be released and provided that, at the date of release, there are no pending objections, claims or disputes.

The release shall be effected in a single instalment through the restitution of the bond.

Finally, (*the bond issuing entity*) hereby declares that it expressly waives (the right) to “rely on the expiry of the time limit”, pursuant to article 1957 of the Civil Code.

Any disputes arising out of or from the interpretation, enforcement and redemption of the bond shall be exclusively referred to and finally settled by the Court of Rome.

Signature

NB:

- The signature on the performance bond shall be authenticated by a notary public, who must establish the powers and qualifications of the signatory.
- If the document referred to herein is attached as an appendix to any standard forms of contract (general policy terms and conditions), the performance bond issuer shall add a declaration to the effect that the performance bond itself shall prevail over the said standard forms of contract.

**THIRD-PARTY LIABILITY INSURANCE
DECLARATION OF COVER
(updated in December 2019)**

The Company represents and certifies that it has undertaken to hold the insured harmless from and against any civil liability claims made against it, in accordance with the law, (with regard to capital, interest and expenses), for damage caused to third parties, death, personal injuries and damage to property, as a direct result of events occurring in relation to the types transport referred to in the safety certificate held by the insured, irrespective of the nature of the goods carried, and with respect to all the operations carried out by the insured in Italy and on the rail infrastructure managed by RFI.

Policy No.....

Contracting Party.....

Insured.....

Effective date.....

Expiry date.....

Effective date of next instalment

Maximum sum: € ((*) in excess of € guarantee provided under policy (insurance company and number))

Sub-limits for damage:

- indirect € ((*) in excess of € guarantee provided under policy (insurance company and number)
- to third parties for fire € ((*) in excess of € guarantee provided under policy (insurance company and number)
- accidental pollution € .. : ((*) in excess of € guarantee provided under policy (insurance company and number)

((*) lacking the valorization of the above sub-limits:)

(*) The following damage:

- indirect (*) are included - (*) are not included
- to third parties for fire (*) are included - (*) are not included
- accidental pollution (*) are included - (*) are not included in the policy cover

In accordance with the applicable NS, it is also certified that the policy provides:

1. for the Company's undertaking to notify to RFI, by registered letter with proof of receipt, any circumstances capable of impairing the validity of the guarantees, in particular, the failure to pay the premium and/or the failure to renew the policy at expiry;
2. that the extension of the guarantee also refers to the international agreements and conventions (e.g. CIV, RIV, AIM, EC Regulation No. 1371/2007) and to the conditions of access to the service contained in the NS; the insured/contracting party is obliged to keep the Company informed about any intervening changes in the international regulations/conventions; the failed/incorrect notification by the insured/contracting party shall not entail the forfeiture of the damaged party's right to compensation;
3. in the event of the depletion of at least 60% of the general maximum sum, during the term of the policy, that the maximum sum must be topped up again within 5 calendar days from the request made by the Company to this effect;
4. for nationwide cover in Italy;
5. (*) ((*) that, if the safety certificate provides for the possibility of accessing network connecting station), the validity of the cover is extended to include the line sections operated by RFI abroad up to the network connection points;
6. for the Company's waiver of the right of subrogation descending from article 1916 of the Civil Code, towards persons to which the insured/contracting party is liable, in accordance with the law, except in the case of wilful misconduct;
7. for the undertaking to activate the necessary guarantees also upstream from the final determination of any responsibility, simply at the presentation of a claim by the damaged parties (even if the claims are filed directly against the insured party).

(*) cross out the item that does not apply

DATE

(Ink stamp and signature of the Company)

SECTION 3 - INFRASTRUCTURE

3.1 INTRODUCTION (UPDATED IN DECEMBER 2019 AND JULY 2020)

This Section describes the principal characteristics of the Italian rail infrastructure and its aim is to provide the railway undertakings with all the necessary elements enabling them to plan their bid and apply for the relevant train paths and related services.

The detailed information set out in Section 3, such as the characteristics of the lines and facilities, is contained in the ePIR portal, which is an integration of the NS.

The ePIR portal is based on georeferenced maps (GIS) and interactive thematic graphics characterised by detailed descriptive windows. The request makes it possible to select options and adopt the available instruments, select maps with different bases (satellite, land surveys, urban surveys and other), choose the theme to be represented (e.g. operating system, type of code for combined traffic – PC, train operation control system and other), select data aggregated geographically (commercial line, traffic catchment area) or manually (geometric points, lines and areas) and display/export the detailed data in tables, display the representation of the summary layouts and other technical information. RFI technical attachments, which includes information about the document publication, are also available on ePIR portal.

The ePIR portal can be consulted online with access credentials on the RFI portal: www.rfi.it > Servizi e Mercato > Per accedere alla rete > Prospetto informativo della rete or at the <https://epir.rfi.it> website

For additional information on the contents of this Section please contact:

RFI S.p.A. - Direzione Commerciale

e-mail: ask-dce@rfi.it

The ePIR portal will be updated as follows:

- in December of year X, the IM will provide the infrastructure scenarios relating to December of year X and year X+1, as well as the unavailability programmes referred to in point 2 of par. 2.3.3.5 for the year x+2;
- in June of year X+1, the IM will provide the infrastructure scenario at that date and an update of the infrastructure scenario for the December X+1 and the unavailability programmes for the year x+2.

3.2 EXTENT OF NETWORK

3.2.1 Limits

The national rail infrastructure is the one referred to in the DM 138T of 31 October 2000.

For the sole purpose of the requirements related to the management rules, the infrastructure is broken down into nodes, basic network and secondary network (which, in turn, is broken down into secondary-network lines, limited-traffic lines, shuttle lines).

The extension of each of the Network components according to the above mentioned DM is shown in the home page of the ePIR portal.

3.2.2 Rail networks connected to the national rail infrastructure

Connecting facilities between the national rail infrastructure and the regional networks

The following table shows the connecting stations between the national rail infrastructure and the interconnected regional lines, together with the managers of the latter.

For any requests of services by the Railway Undertakings operating in the connecting facilities with the regional networks reference should be made to the application procedures and timelines in the following sections 5 and 6.

Table 3.1 – Network connecting facilities between the interconnected regional lines and the national rail infrastructure

Network connecting facilities	Regional rail network operators
Settimo Torinese	Gruppo Trasporti Torinese GTT Spa ¹
Seregno, Milano Lancetti, PM Ghisolfi, Merone, Busto Arsizio, Brescia, Rovato*, Laveno*, Camnago*, Novara Boschetto, Novara*	Ferrovienord Spa ¹
Merano	STA – Strutture Trasporto Alto Adige Spa
Adria, Venezia Mestre	Società Sistemi Territoriali Spa ¹
Udine	Società Ferrovie Udine Cividale srl
S. Giuseppe di Cairo*	Società Funivie (Ferrovia Savona - San Giuseppe)
Ferrara, Poggio Rusco, Suzzara, 2° Bivio/PC Parma Est, Bologna C.le, Portomaggiore, Casalecchio Garibaldi, Modena, Reggio Emilia, Bivio Rivana	Ferrovie Emilia Romagna srl ¹
Arezzo, Sinalunga	Rete Ferroviaria Toscana (RFT) Spa ¹
Roma Ostiense*, Fabrica di Roma **	ATAC
Perugia Ponte San Giovanni, Terni	Umbria TPL e Mobilità Spa ¹
San Vito Lanciano	Società Unica Abruzzese di Trasporto (T.U.A.) Spa ¹
San Severo, Foggia	Ferrovie del Gargano srl ¹
Cancello, Benevento, S.Maria Capua Vetere	Ente Autonomo Volturno E.A.V. srl ¹
Bari C.le*, Taranto, Francavilla F., Lecce	Ferrovie del Sud Est e Servizi Automobilistici srl ¹
Bari C.le*	Ferrottramviaria Spa ¹

* Only shunting movements between the national rail infrastructure and the regional network are allowed.

** The RFI line is temporarily closed to service. Extraordinarily, the operation of rolling stock is allowed only under interruption schemes.

¹Managers of lines falling within the scope of Legislative Decree 112/15, on the basis of DM of 5 August 2016.

The relations between the IM and the Managers of the railway infrastructures listed in the DM of 5 August 2016 are regulated by the applicable law.

The regional railway lines falling within the scope of application of the DM of 5 August 2016 – except those operated by Ferrottramviaria Spa – are equipped to provide transport services in an interconnected capacity with the RFI network.

Moreover, the following table shows the network connecting facilities between the national rail infrastructure and the narrow gauge regional networks with the relevant operators.

Table 3.2 – Network connecting facilities (narrow gauge)

Network connecting facilities	Regional rail network operators
Avigliano Lucania, Potenza Superiore, Altamura*	Ferrovie Appulo Lucane
Cagliari, Sassari, Macomer	ARST Spa

* Only shunting movements between the national rail infrastructure and the regional network are allowed

Connecting facilities with the foreign networks

The relations between foreign network Infrastructure Managers, with respect to border traffic services, are regulated by international agreements entered into by the IM themselves, the provisions of which are referred to in the access contracts concluded with the Railway Undertakings (see Section 2 – Annex 1b).

Regarding any service requests by Railway Undertakings operating in the connecting facilities with foreign networks, reference should be made to the application procedures and timelines set out in sections 5 and 6 below.

The connecting stations between the domestic and foreign networks are:

- for the French border: the stations of Ventimiglia and Modane;
- for the Swiss border : the stations of Domodossola, Domo Il, Luino, Chiasso and the Arcisate-Stabio line;
- for the Austrian border the stations of Brennero, Tarvisio Boscoverde and S. Candido;
- for the Slovenian border the stations of Villa Opicina and Nova Gorica.

Following is the contact information for the infrastructure managers of the networks bordering with the Italian network:

SNCF Réseau, French rail network operator

92, Avenue de France
75648 PARIS CEDEX 13
Tel : +33 (0)1 53 94 30 00
Fax : +33 (0)1 53 94 38 00
Website: www.sncf-reseau.fr

SBB/BLS Infrastructure, Swiss rail network operator

Hilfikerstrasse 3
3000 Bern 65
Switzerland
Tel: +41 (0) 79 732 67 73
email: info.nzvp@sbb.ch

Österreichische Bundesbahnen – Netz, Austrian rail network operator

A-1010 Vienna, Elisabethstrasse 9
Tel: +43 1 93000 33480
Fax: +43 1 93000 25480
email: oss.austria@n.oebb.at

Slovenske železnice d.d., Slovenian rail network operator

Kolodvorska ulica 11, SL - 1506 Ljubljana
Tel. (386 1) 29 12 100, (386 1) 29 14 180
Fax (386 6) 29 14 805
website: www.slo-zeleznice.si

3.3 NETWORK DESCRIPTION

The rail network structure shown in the ePIR portal is broken down into basic elements consisting of arcs developing between the two ends represented by Network facilities or stations and service locations (junctions, communication facilities). It is possible, thanks to the selected representation, to investigate in detail the characteristics of the basic section and/or end facility.

3.3.1 Geographic Identification

In the ePIR portal, the railway lines and facilities are reported in accurate geo referenced detail. The following elements are shown as reference points on the maps:

- Regional capital cities
- Main locations

- Other locations
- Engineering locations

It is possible to mention in greater detail and place the rail lines and facilities within the context of the other infrastructure (for example, the thematic open street map makes it possible to superimpose the road and rail infrastructure).

3.3.1.1 Type of track

The ePIR portal shows the information relating to the length of the line sections broken down by type of track (single/double track).

3.3.1.2 Track gauge

The gauge of the national rail infrastructure lines is 1435 mm.

3.3.1.3 Stations

The distance between the stations can be found in the ePIR portal. The name and geographical location of the border stations can be found in the ePIR portal.

3.3.2 Line characteristics

3.3.2.1 Loading gauge

Line coding is shown in the ePIR portal. In the case of oversize cargo (overall dimensions exceed limits of the loading gauge), reference must be made to paragraph 2.6.

3.3.2.2 Axle mass limits

Regarding the axle mass category, the line characteristics of the lines highlights presence of special limitations relating to axle-loads above the accepted limit; these limitations can be found in the document called “*Caratteristiche tecnico-funzionali della Infrastruttura ferroviaria nazionale gestita da RFI*” (Engineering and functional characteristics of the railway infrastructure managed by RFI) and will be communicated during the planning phase on request of the RUs concerned.

The values corresponding to classifications shown in the map are as follows:

Table 3.3 – Mass for line category

Category	Mass per axle	Mass per current metre
D4	22.5 t	8.0 t/m
C3	20.0 t	7.2 t/m
B2	18.0 t	6.4 t/m
A	16.0 t	5.0 t/m

In the case of cargo above these weight limits, reference should be made to paragraph 2.6.

3.3.2.3 Line gradient

The maximum line gradient (expressed in “thousandths”), for both directions, can be found in the ePIR portal.

3.3.2.4 Line speed

The line speed, in its minimum and maximum values for each permitted speed class in the line section; the speed classes, and relevant permitted trains, are given in the Line Files/Timetable Files shown in the ePIR portal.

3.3.2.5 Maximum length of trains

The line module – representing the maximum length that can be used by the passenger and freight trains on the line (locomotive(s) plus hauled stock) – is shown in the ePIR portal.

3.3.2.6 Power supply system

The power supply systems available in the Manager's network are:

- a) ET (Electrical Traction) by direct current at 3000 V on conventional lines;
- b) ET (Electrical Traction) by alternate current at 25,000 V on HS/HC lines;
- c) DT (Diesel Traction) on non-electrified lines.

3.3.2.7 Lines where trains with a mass exceeding 1600 tonnes are allowed (updated December 2019)

The ePIR portal indicates the lines where trains with a mass exceeding 1600 t are allowed without the need for specific authorisation for excess mass transport. In any case, circulation is subject to compliance with the specific interface regulations issued by the IM. The grid of the lines can be reviewed, in response to the requests that will be made to the IM by the Applicants, and updated, following the necessary technical feasibility checks, according to the timing for reviewing the reference interface standard.

3.3.3 Traffic Control and Communication Systems

3.3.3.1 Signalling systems

The line equipment, including the possibility of relaying signals to traction vehicles, can be found in the [ePIR portal](#).

3.3.3.2 Traffic control systems

The control system adopted on the infrastructure is indicated in the ePIR portal. BAB means Blocco Automatico Banalizzato, automatic block of two-way working lines, BA means Blocco Automatico, automatic block, BCA means Blocco Conta Assi, axle-counter block, BEM means Blocco Elettrico Manuale, hand-operated electric block, ERTMS means European Rail Traffic Management System.

3.3.3.3 Communication systems

The ground-to-train communication system, called GSM-Railway, was introduced on 25 October 2004. Since then the national Infrastructure Manager is directly responsible for the mobile communications services for railway operations, among which are emergency calls, group calls and the handling of priority calls.

3.3.3.4 Train operation control and protection systems (updated in December 2019)

Train operation control systems

The line operating system of the infrastructure is indicated in the ePIR portal. The symbols used are: DC means Dirigente Centrale (Central Traffic Controller), CTC means Controllo Centralizzato del Traffico (Centralized Traffic Control), where the Dirigente Centrale Operativo operates, DL means Dirigenza locale (Local Traffic Controller), DU means Dirigente Unico (Single Track Line Traffic Controller); where "Others" is written, reference should be made to the service publications relating to the line.

Train run protection systems

The installation of the Sistema di Controllo Marcia Treno (SCMT), the Train Operation Support System (SSC), in the infrastructure or ERTMS on HS lines is indicated in the ePIR portal.

As regards the characteristics and functionalities of the two systems, reference should be made to the regulations posted in www.rfi.it

3.4 TRAFFIC RESTRICTIONS

3.4.1 Specialised Infrastructure

The dedicated or specialised lines for HS passenger services and the adjusted or specialised lines for freight services are indicated in the ePIR portal, which also details whether the adaptation/specialisation is total or partial and, in the latter case, the relevant periods (assumed partial time) and other permitted services (assumed partial utilise) are highlighted.

3.4.2 Environmental Restrictions

For memo.

3.4.3 Dangerous Goods

The yards suited to the terminalisation/handling of dangerous goods are shown in the ePIR portal. The Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), besides the provisions referred to in paragraphs 2.6 and 4.7, apply, as such, to the international rail transport of dangerous goods.

3.4.4 Tunnel Restrictions

For traffic restrictions in tunnels, see paragraph 3.3.2, relating to the line characteristics for combined transport.

3.4.5 Bridge Restrictions

As regards traffic restrictions on the infrastructure bridges, reference should be made to the document called “*Caratteristiche tecnico-funzionali della Infrastruttura ferroviaria nazionale gestita da RFI*” (Engineering and functional characteristics of the railway infrastructure managed by RFI).

3.4.6 Other Restrictions

Following are the characteristics of the traction vehicles that are barred from running on the line sections, because of the negative effects induced on the infrastructure capacity due to the reduced performance in terms of speed and one hour continuous power rating.

Any exceptions to the operation of the vehicles in question shall be considered on a case by case basis, on partial sections, besides in the case of specific measures of deviations of traffic flows for line interruptions.

Table 3.4 – Other restrictions

Line section	Maximum speed	Continuous power rating per hour
[Milano] Milano Rogoredo - Lavino [Bologna]	110 km/h	2 Mw
Modane / Modane FX - Alpignano [Torino]	110 km/h	2 Mw
Brennero-Verona	110 km/h	2 Mw
[Bologna] Bologna S. Ruffillo - Firenze Castello [Firenze]	110 km/h	2 Mw

note: the vehicles concerned are those that possess both the characteristics

Any further restrictions may be stated in the IM's regulatory technical documents (Line Files, in the the document called "*Caratteristiche tecnico-funzionali della Infrastruttura ferroviaria nazionale gestita da RFI*" – Engineering and functional characteristics of the railway infrastructure managed by RFI, etc.).

3.5 AVAILABILITY OF THE INFRASTRUCTURE AND MAINTENANCE SLOTS (UPDATED IN DECEMBER 2019)

The lines can be used between the times as follows:

Table 3.5 – Line enablement period

Line opening schedules		
HS/HC lines	24h	For list see DM 43T and DM-T 18/8/06
Main lines	24h	For list see DM 43T and DM-T 18/8/06
Lines passing through the major rail nodes	24h	For list see DM 43T and DM-T 18/8/06
Type A additional lines	24h	For list see the ePIR portal
Type B additional lines	17h46'	For list see the ePIR portal
Type C additional lines	15h46'	For list see the ePIR portal
Type D additional lines	14h24'	For list see the ePIR portal

The servicing of the type B, C and D additional lines, within the line opening schedules specified in the table above entails no extra charges. Operations may be extended, beyond the specified opening schedules, on the request of the RU concerned and, in any case, subject to the availability of personnel. Any requests to this effect must be made concomitantly with the submission of the train path request and, in any case, within 30 days prior to the start date of the service for which the operation extension has been requested.

The full list of additional classified lines and their nature, with reference to the opening period for the 2019/2020 timetable, is shown in the ePIR portal. The latter takes into account the classification of the lines referred to in the preceding paragraph and the business organisation of the IM descending from the path requests by the RU for the 2020/2021 timetable.

Therefore, the IM, upon receiving the path requests from the RU for the 2020/2021 timetable, may alter the actual line opening timetable, safeguarding the opening periods given above, in order to meet the demand.

The list of lines featuring a suspension of commercial services is given in the ePIR portal.

The timeframes during which the yards/facilities can be used are indicated in the ePIR portal. With regard to the terminal stations of Torino PN, Milano Cle, Venezia SL, Trieste Cle, Firenze SMN, Roma Tni, Napoli Cle, Palermo Cle, Cagliari, the commercial services shall be suspended during the night for at least 3 hours, in order to allow maintenance and cleaning operations to be carried out. Any requests for and the consequent allocation of paths outside the above mentioned time frames shall generally entail a cost for the RU, corresponding to the time extension charge.

For stations with Remote control/D.U. arrangements, the indicated hours refer to the enablement time of the central control point with D.C.O./D.U.

In the stations run by a Dirigente Movimento (D.M.), shunting inspector, on the lines with a Dirigenza Locale (D.L.), local traffic control, no train marshalling, opposing train meeting and give-way operations shall be allowed outside the established timeframe during which the yards can be used.

3.6 SERVICE FACILITIES

For certain types of services, the ePIR portal provides information on the facilities that can be used, as well as the facilities that are “available at request”, or facilities not requested by any RU and for which RFI requires a minimum of 60 days to make them available.

3.6.1 Passenger stations (updated in December 2019)

Information on the passenger and freight terminals (stations), belonging to RFI, as regards their:

- Name;
- Geographical location.

can be found in the ePIR portal¹.

The ePIR portal also provides information relating to:

- the type of yard/facility, where “S” stands for stations (places where trains can meet or overtake) and “F” stands for stops; PC (Posto di Comunicazione) stands for Central Communications Point and PM (Posto di Movimento) is an Operating Control Point. Stations marked with a (t) are Remote-controlled/Line-controller operated, and those marked with (P), (D) and (A) are those provided with lighted P, D and A signs, respectively;
- the availability of passenger or freight services. In the case of freight services, the yard may be the origin or destination of the goods trains. The useful length of the passenger platform, in metres, must be consistent with the length of the trains stopping there, as well as the indication of the platforms for passenger services with a height of 55 cm. The IM shall provide any further information requested by the RUs, regarding the technical characteristics of the station infrastructures and yards operated by the IM, within 15 days;
- the presence or lack of an underpass for reaching the station platforms;
- station access facilities for passengers with disabilities.

With regard to passenger origin and destination stations, the ePIR portal provides information relating to :

- the number of arrival/departure tracks, for technical and commercial services, and the time available for the utilise thereof;
- the number of parking/stabling sidings and depot tracks, and the time available for the utilise thereof;
- details of the rules for utilisation of the main stations.

Regarding the purposes of the RFI Services Charter, the passenger stations/stops are classified in one of the 4 categories:

- **Platinum:** this category includes the larger rail facilities with very high user numbers (> 25,000 daily users, on average) and provides high quality services for long, medium and short journeys
- **Gold:** this category includes medium-to-large facilities, with high user numbers (> 10,000 daily users, on average) and provides high quality services for long, medium and short journeys
- **Silver:** this category includes medium-to-small facilities, with large or high user numbers, in the case of city services (in some cases > 4,000 daily users, on average), often unstaffed and lacking passenger buildings, and provides only regional/city services, or medium-to-small stations and stops characterised by high passenger numbers (> 2,500 daily users, on average) for long, medium and short journeys
- **Bronze:** this category includes small stations and stops characterised by low or very low user numbers (generally < 500 daily users, on average), often unstaffed, with no passenger buildings and provides only regional/local passenger services

Regarding access to the stations/stops by people with disabilities, the ePIR portal shows the main investments for upgrading them to the STI-PRM-2014 standards.

With specific reference to the processing of compensation claims for Persons with Reduced Mobility pursuant to measure 5.2 of ART Resolution no. 106/2018 please refer to the procedure described in Annex 1 to Chapter 3.

¹ Effective from 1 July 2018, due to the merger of Centostazioni SpA by amalgamation with RFI SpA, the latter has taken over the management of the station spaces previously managed by Centostazioni SpA (which shall be amended also in the 2019 NS).

3.6.2 Freight stations

The characteristic function of “facility equipped for handling and transferring goods between different transport modes” is shown in the ePIR portal.

The facilities with RFI areas for loading/unloading goods are shown in the ePIR portal.

3.6.3 Areas for rolling stock coupling/uncoupling, including marshalling areas

The facilities with RFI areas for train coupling/uncoupling operations featuring the availability of at least two tracks are shown in the ePIR portal.

3.6.4 Areas, facilities and buildings for parking/storing rolling stock and freight (updated in December 2018)

RFI provides train stopping services on all the secondary tracks of the national railway infrastructure, as well as on the line tracks, consistently with the timetabling and applicable restrictions.

3.6.5 Maintenance facilities

The facilities featuring equipped tracks (outdoors, inside buildings or under canopies), as workshops for rolling stock maintenance operations are shown in the ePIR portal.

3.6.6 Train washing facility

Facilities with secondary sidings equipped with specific dedicated tracks (so-called “binari plateati”), i.e. furnished with washing water drainage and treatment systems, are shown in the ePIR portal.

Some of these sidings are also fitted with optional facilities, such as train washing machines, sprinkler systems, stationary rollers, wastewater treatment systems.

3.6.7 Ferry services (so-called “territorial continuity services”)

This part of the document provides information on the ferry services for goods wagons and passenger carriages on the Messina-Villa S. Giovanni route, which service guarantees the continuity of the paths between Sicily and the mainland.

The ferrying capacity is:

- 425 metres of track (per trip)
- 1300 tonnes.

The time required for embarking (time interval between the arrival of the train path to the reference station and the departure of the ferry) and disembarking (time interval between the arrival of the ferry and the departure of the train path from the reference station) is more or less as follows:

Table 3.6 – Embarking/Disembarking times

Facility	Embarking	Disembarking
Villa S.Giovanni	- Passengers 40'-50' - Freight 50'	- Passengers 40'-50' - Freight 50'
Messina	- Passengers 35'-50' - Freight 50'	- Passengers 35'-50' - Freight 50'

These times may increase if, besides the embarking/disembarking operations, it is also necessary to perform train formation or splitting up operations, removing those carriages that are not concerned by the ferry crossing.

The request for train paths connecting Sicily and the mainland are inclusive of the ferry service.

The ferry service on the Messina/Villa S. Giovanni-Golfo Aranci route across the Tyrrhenian Sea, carrying goods wagons to Sicily and Sardinia, does not concern entire trains.

Information on the relevant services not indicated in this document can be requested directly from the Navigation division:

RFI S.p.A.
Direzione Produzione - Navigazione
Via Calabria 1 – 98122 Messina
Phone: 0039 (090) 6786010

3.6.8 Preheating, climatisation and use of REC power for maintenance purposes and for cleaning passenger trains and supplying water

The facilities featuring REC charging points for the RU and with water supply systems for rolling stock are shown in the ePIR portal.

3.6.9 Refuelling facilities

The IM guarantees, at the RU's request, the availability of areas that can be accessed by fuel tankers owned by third parties and functional to the refuelling of the rail vehicles.

The facilities for independent refuelling by the RUs, using their own fuel tankers or the fuel tankers of their suppliers, are shown in the ePIR portal.

3.6.10 Fast-track platform access

The facilities providing fast-track platform access to trains, for the exclusive use of a Railway Undertaking, are shown in the ePIR portal.

3.6.11 Unaccompanied car services

The facilities with the availability of sidings for loading/unloading cars (unaccompanied car service) are indicated in the ePIR portal.

3.7 SERVICE FACILITIES NOT MANAGED BY RFI (UPDATED IN DECEMBER 2019)

Pursuant to article 31(10) of Directive 2012/34/EU and article 5(2) of Regulation (EU) 2177/2017, operators of service facilities shall make publicly available the service facility description free of charge, in one of the following ways:

- a) by publishing it on their web portal (or a common web portal) and providing the infrastructure managers with a link to be included in the specific section of the ePIR portal;
- b) by providing the infrastructure managers with the relevant information (in pdf format) to be included in the specific section of the ePIR portal.

Based on the provisions of measure 6.2 of ART Resolution n.130 / 2018 the operators of service facilities are required to provide the information concerning the facility using the common RNE form made available by the IM in its website, and specifically at www.rfi.it - > Servizi e Mercato - > Accesso alla Rete - > Prospetto Informativo della Rete, developed jointly by RNE, IRG Rail, and based on consultations with the various rail sector operators.

Pursuant to measure 6, point 1, of ART resolution n.130/2019, service facility operators must make the description of the service system available also through the European portal Rail Facilities Portal <https://railfacilitiesportal.eu>.

The information referred to in (a) and (b) above shall be transmitted to the certified rfi-dce@pec.rfi.it no later than 1 October of each year. If the operator needs further updates of the document referred to in (b) above it shall forward the relevant information (in pdf format, as specified) to the IM at least 3 months before their scheduled adoption.

3.8 INFRASTRUCTURE DEVELOPMENT (UPDATED IN DECEMBER 2019)

The ePIR portal also gives an overview of the projects that, in the course of the 2019/2020 and 2020/2021 timetable periods, will result in either an upsizing (new works) or downsizing (infrastructure projects that the IM undertakes to notify to the RU, in accordance with paragraph 2.3.3.5) of the infrastructure capacity. If the project entails an upsizing of capacity, the IM shall request beforehand, to the ANSF, whether it will require the relevant Safety Certificate and, therefore, inform the RUs concerned.

Regarding the projects mentioned hereinabove, there will be an indication of the date on which the infrastructure upsizing works will be commenced and the date/period of unavailability, in the case of works resulting in the downsizing of the infrastructure capacity.

The IM, pursuant to article 15(5) of Legislative Decree 112/15, shall adopt a commercial plan, consistently with the development strategies indicated by the State and subject to prior consultation with the parties concerned, setting out the plans for the best and most efficient development of the infrastructure.

The IM, on a yearly basis at least, shall organise a technical meeting – in agreement with the Ministry of Infrastructure and Transport – Department for Infrastructure, General Affairs and Personnel – General Directorate for Rail Infrastructure and Rail Interoperability, and with the TRA – for the purpose of collecting suggestions and requests for improving, enhancing the efficiency and developing the infrastructure, with all the Applicants, in order to independently assess, in agreement with the DG of the Ministry of Infrastructure and Transport, their eligibility for inclusion in the CdP. Any proposals submitted at these meetings shall be accompanied by a documentary analysis on the effective benefits of the project, its cost-effectiveness (in terms of cost-benefits) and the qualitative improvement of the infrastructure concerned. The IM guarantees that the technical meeting will be held between 30 April. Within 30 days from the start of the technical table the Applicants send their requests to the IM.

By January 30th RFI, in agreement with the MIT G.M., publishes a final report of the analysis and evaluation procedure of the proposals made by the interested parties on its website together with the contributions presented, making the documentation available for the next 5 years

3.8.1 Investments aimed to reduce cases of turbulent train circulation

The Infrastructure Manager, aiming to reduce cases of turbulent trains circulation, especially in main junctions and on sections common to HS/HC and conventional lines, produce a chronologic investments plan valid for the following 5 years.

The chronologic investments plan is published into Network Statement web application (ePIR portal).

For detecting the investments priority order the following criteria apply:

- Circulation regularity on the basis of the line commercial value, aiming to the service quality improvement as well as to the traffic management possibilities in case of disturbances;
- Current and planned traffic levels, net of the available and allocated capacity, aiming to detect any eventual critical aspect connected to the section or installation saturation;
- Installations and lines technology level, with priority for installations or lines equipped with outdated systems;
- Number of different line speeds, with priority for lines interested by heterotachy;
- Interferences within an installation, with priority for stations in which systematic interferences generate, in case of disturbance, irregularities affecting the timetable stability.

3.9 ACCESS TO THE NETWORK (UPDATED IN DECEMBER 2019)

3.9.1 Network usage rules

In order to pursue a division of the capacity aimed at ensuring an effective and optimal use of the railway infrastructure, in accordance with the provisions of art. 22, par. 2 lett. b) of Legislative Decree 112/15, the IM considers the achievement of the highest degree of standardisation of the bid for passenger trains final and establishes rules for the use of lines and systems, functional to the better organisation of the capacity of the network elements with a high degree of utilisation.

Based on the technological and/or infrastructure upgrades planned by the IM, such as to increase the infrastructure capacity, the rules of use may be subject to change in subsequent editions of the Network Statement.

Bid standardisation

A standardised bid is a set of routes, belonging to the same "mission", which is characterised by having routes:

- a) with the same origin/destination ends;
- b) the same intermediate stops;
- c) a repetitive frequency throughout the day.

Requests for train routes regarding the passenger bid received as specified in par. 4.2, will be treated ensuring compliance with the "mission" characteristics, even if it is necessary to use the flexibility margins referred to in par. 4.4.3.

In infrastructure sections declared saturated, also according to the provisions of the following par. 3.9.2, all requests for train routes not included in the above case, will be evaluated as part of the harmonisation process referred to in par. 4.4.3, following the standardised ones but in any case, in compliance with the deadlines defined in par. 4.3.2.

Efficient use of the systems in the hubs

In relation to the interference between entry and exit routes, at the head stations, station usage rules are defined, for all types of transport services, aimed at capacity optimisation.

Specifically:

- at the Milan hub, direct connections on the Turin-Venice line are not feasible via Milano Centrale neither commercially nor in terms of connection of materials;
- at the Venice hub, direct connections on the Rome/Milan - Udine/Trieste routes are not possible via Venezia Santa Lucia.

3.9.2 Level of utilization of the infrastructure

The level of utilisation of the infrastructure can be found in the technical attachment to the ePIR portal "Levels of utilisation of the infrastructure: limited capacity infrastructure and congested infrastructure".

The national rail infrastructure has been divided into uniform macro-sections and the values of the following factors have been established for each macro-section:

- **hourly load:** the number of paths allocated by the IM for each hourly time slot, on a typical day of the relevant timetable.
- **daily load:** the number of paths allocated by the IM over a 24 hour period of the typical day of the relevant timetable.
- **hourly theoretical capacity:** the maximum number of paths that can be allocated within a 1 hour period, based on a homotachic transport plan and distancing as required by the technical line specifications (D).

Calculated as the following ratio: $60/D$.

The value of the hourly theoretical capacity, which depends on the technical characteristics of the infrastructure, also takes into account the technological and/or infrastructure actions the activation of which is provided in connection with the relevant NS timetable.

- **hourly commercial capacity:** the maximum number of paths that can be allocated within a 1 hour period, based on a transport plan consistent with the heterogeneous (variable) nature of demand, in terms of commercial speed and distancing as required by the technical line specifications. It is calculated as the ratio of the theoretical hourly capacity to the coefficient indicating the level of line heterotachy (K).

The commercial capacity, therefore, depends on the characteristics of the infrastructure and the transport plan, with its specificities in terms of the difference of commercial speed between the different products and the timetable structure.

- **daily commercial capacity** is the product of the hourly commercial capacity times the hours of operation of the line, minus any maintenance and closing slots.
- **hourly limited capacity threshold** is the percentage of use of the hourly commercial capacity beyond which local traffic instability can set on. It is defined consistently with the standards identified in the Fiche UIC406.

- **hourly congestion threshold** is the percentage of use of the hourly commercial capacity beyond which the macro-section becomes congested in the hourly period.
- **daily limited capacity threshold** is the percentage of use of the daily commercial capacity beyond which local traffic **instability** can set on, with broad and systematic repercussions. It is defined consistently with the standards identified in the Fiche UIC406.
- **daily congestion threshold** is the percentage of use of the daily commercial capacity beyond which the line becomes congested.

The reference values of the above mentioned factors – by line class – are shown in table 3.7.

Table 3.7 – Capacity values and limited / congested capacity threshold values

Line	Hourly theoretical capacity	Hourly commercial capacity	Daily commercial capacity	Hourly limited capacity threshold	Hourly congestion threshold	Daily limited capacity threshold	Daily congestion threshold
AV	12	11	230	75%	85%	60%	80%
DD FI-RM	12	11	220	75%	85%	60%	80%
PASSANTE NAPOLI	12	10	200	85%	95%	70%	90%
PASSANTE MILANO	15	15	330	85%	95%	70%	90%
Double Track B.A.	12	8	160	75%	85%	60%	80%
Double Track BCA	7	5	100	75%	85%	60%	80%
Double Track BEM	6	4	80	75%	85%	60%	80%
Single Track	4 (in both directions)	4 (in both directions)	80 (in both directions)	100%	100%	90%	100%

Limited capacity macro-sections are those in which the daily load is equal to or in excess of the corresponding threshold values shown in table 3.7, in relation to the relevant line class. The economic consequences detailed in par. 4.6 apply only to the limited capacity sections. They also apply to the single timetable slots in which the limited capacity threshold values referred to in table 3.7 above are reached or exceeded.

When an hourly or daily limited capacity threshold is reached the IM carries out an analysis aimed at assessing the commercial capacity, under the given transport plan, and develops optimisation proposals for the utilisation of the capacity.

When the congestion thresholds are reached, even in a single time slot, the IM declares the section concerned to be congested prior to the procedures referred to in par. 4.4.5.1 (Statement of congestion).

Following the inclusion of the saturated line indication in the technical annex available in the eNS portal, the IM will activate the procedures provided for in par. 4.4.5.3 (Capacity analysis and upgrade plan). The same document includes any systems declared saturated pursuant to par. 4.4.5.1, following the coordination procedure referred to in par. 4.4.4.

The level of use found in the technical attachment to the ePIR portal “Levels of utilisation of the infrastructure: limited capacity infrastructure and congested infrastructure”, available for the timetable following the current timetable, shall be updated and published by 28th of February each year downstream from the actual allocation of the paths, and based on the actual commercial availability of the infrastructure and technology upgrading actions previously taken as references.

3.10 ACCESS TO THE HS/HC NETWORK

This part of the document provides some indications for planning transport services on the HS/HC network. Therefore, considering that the new HS/HC lines are characterised by:

- a standard speed of 300 km/h;
- the ERTM-S Level 2 safety system;
- a traction current of 25,000 V (alternate current);

in order not to jeopardise the full exploitation of the quality and quantity potential of these HS/HC lines, during the daytime, generally between 6.00 and 22.00, which is the characteristic period of HS operation, only speeds of up to 250 km/h will be allowed.

Lower speeds will be allowed only on the limited sections specified in the ePIR portal.

PROCEDURE FOR THE PROCESSING OF COMPENSATION CLAIMS FOR PERSONS WITH REDUCED MOBILITY PURSUANT TO MEASURE 5.2 OF ART RESOLUTION 106/2018 (updated December 2019)

The resolution of the Transport Regulation Authority no. 106 of 25 October 2018 to measure 5.2 provided for a specific right for Persons with Reduced Mobility (PRM) who use the services of railway transport characterised by public service obligations (OSP) to receive compensation if the restoration of the availability of equipment for the accessibility of the stations does not occur within the terms established and indicated by the Station Operator according to the quantification indicated in the RFI Service Charter;

- Pursuant to measure 5.5 of the resolution in question, the RU that issued the travel ticket for OSP services, which for this reason, receives the claim from the PRM and enters it, subject to the necessary due preliminary checks (by way of example but not limited to possession of the ticket by the PRM, etc.), in its claim management system;
- IM is willing to interface its claim management system called "Itinere" with the RU's claim management systems. If the RU is not yet equipped with this system, it guarantees the entire exchange of information with RFI by certified e-mail at the address: rfi-dpr@pec.rfi.it;
- The RU will forward the claim to the IM within and no later than 5 calendar days from receipt of the request;
- once the claim has been received, IM proceeds to carry out the preliminary investigation within and no later than 20 calendar days from the dispatch of the complete documentation by the RU and notifies the latter of the outcome thereof, specifying also, giving adequate reasons, if:
 - a) the conditions for paying compensation to the claimant are not met;
 - b) the conditions to recognise an indemnity form the claimant are met, communicating also the amount of the compensation to be paid;
- The RU, within and no later than the following 5 calendar days, informs the PRM claiming the outcome of the claim.

Without prejudice to the terms described in the previous points, only in the case of prior formal agreement with IM for the management of financial flows:

- RU if the case occurs, pursuant to art. 1268 of the Civil Code, indemnifies the PRM according to the deadlines used by the same in the event of payment of compensation to its customers.
- The RU provides quarterly invoices for the amounts of compensation paid and communicates them to the IM, via certified e-mail at the address rfi-dafc@pec.rfi.it;
- IM within 90 calendar days of receipt of the report shall pay the invoice.

In the absence of an agreement between the IM and the RU to manage financial flows:

IM, at the time of replying to the RU of a request for compensation worthy of acceptance, will immediately credit the RU with the amount of money due which the latter will pay to the PRM

SECTION 4 – CAPACITY ALLOCATION

4.1 INTRODUCTION

The definition of the legal framework, in respect of access to the infrastructure, and the principles and procedures relating to capacity allocation may be subject to rectification, in accordance with the measures adopted by the TRA, pursuant to article 37 of DL 201/2011 (amended and converted into Law 214/2011).

Any additions/alterations made by the IM during the term of validity shall be notified by means of procedures similar to those used for this document.

4.2 DESCRIPTION OF PROCESS (UPDATED IN DECEMBER 2019)

1. The IM, on an annual basis and consistently with the international agreements on the date of entry into force of the new train timetable in the European states, shall disclose via NS and in its institutional website (the schedule setting out the deadlines for each of the stages of the process for the allocation of the train path and rail-related services, with reference to the coming into force of the timetable and to the dates of any intermediate variations).
2. The RU shall be required to submit its requests for train paths and rail-related services via the RU – IM communications platform called ASTRO-IF, which can be found in the Integrated Service Platform (abbreviated as PIC, *Piattaforma Integrata Circolazione*) for requests relating to the next or applicable working timetable period, or via the PIC WEB portal, in the case of short-notice requests. The RUs may request the platform login credentials at the following email addresses: astroif@rfi.it; rfi-dce-dco@pec.rfi.it.

On making the application, the RU must indicate:

- the belonging of a route to a "mission", definable through the same O/D, same stops, a frequency of repetitiveness throughout the day;
- the specifications of the commercial services;
- the assumed rolling stock shifts, in relation to the set of requested train paths;
- any shunting, in either a self-produced capacity or though RFI/SiOp required for the parking/placing of the train;
- for the PSO passenger services, the reference to the Services Agreement to which each path is related.

For the purpose of correctly attributing the component B of the charge for the second level binomials of the Open Access Premium segment, the RU notifies to the IM together with the sending of the observations to the timetable project:

- the possible use of the double pantograph with indication of the relative sections in which this operating mode will be used;
- the number of seats offered for each rolling stock item used. If the RU then changes the number of declared seats it must inform the IM accordingly.

For requests for services in border systems with foreign networks or regional networks, they must be sent by sending the request to the following e-mail address: rfi-dce-dco@pec.rfi.it, according to the timing described in following paragraph 4.3.

In the event the path requests concern the carriage of special goods, these shall be accompanied by the authorisation described in paragraph 2.5 above.

If the train path request also/alternatively concerns the carriage of dangerous goods, the Applicant shall be required to comply with the following paragraph 4.7.

If the train path request for the next working timetable period concerns access to connected facilities, the RU shall specify the name of the connected facility using the ASTRO-IF application. The RU shall provide evidence

that it has made arrangements with the owner/manager of the connected facilities, with regard to receiving the scheduled services within the deadline provided for the observations to the draft timetable released at the July timeline, or at the path request, in the case of short-term requests (i.e. during the current timetable period), showing to the IM the declaration of acceptance of the transport by the connected (facility). Trains from and to the connected facilities shall not occupy the tracks and premises of the facility beyond the time that is strictly necessary for the exit/entry operations, except the cases in which the RU concerned is not responsible for the prolonged parking of the train. In the event of failure to provide evidence of the arrangements above, the train paths shall no longer be covered by an access contract.

In any case, the possibility to use the rail infrastructure for accessing connected facilities is conditional on the conclusion of contracts between RFI and the owners/managers thereof.

Therefore, RFI has issued the Contract Provisions, Instructions and Clauses for the construction and operation of rail connections with industrial or similar plants and facilities (DICC), constituting the standard form of contract between RFI and the owners/managers of the connected facilities. A list of DICCs is available in the ePIR portal.

The requests for new connections or for changes to the existing ones shall be addressed to: Direzione Commerciale– Piazza della Croce Rossa 1 – 00161 Rome (certified email: rfi-dce-psr@pec.rfi.it).

3. The IM is responsible for handling and defining the supplementary capacity requests relating to the lines/stations owned by the IM itself. As regards the path requests for terminalisation at private yards, the RU shall conform to and comply with the provisions set out in paragraph 5.3.1.2 Freight stations and terminals.
4. In the event of incomplete requests or the failure to comply with the prescribed deadlines and procedures, the IM shall formally notify the Applicant within 10 workdays from: i) the start date of the allocation process, with regard to path/services requests for the next timetable period, ii) the date of presentation, with regard to path/services requests for the working timetable. The RU may then decide whether or not to supplement the request within 10 workdays from the notification by the IM, otherwise the request shall be forfeited.
5. The IM shall examine the requests received and allocate the train paths and services applying, if necessary, the principles governing the coordination procedure referred to in paragraph 4.4.4 and the priority criteria referred to in paragraphs 4.4.5.3 and 4.4.6, and duly informing the RU whether its request has been accepted or rejected and, in the latter case, giving the reasons therefor.
6. Granting the right of usage of the train paths and services is subject to the conclusion of ad hoc administrative, technical and financial agreements between the IM and the RU, known as the Access Contract of railway infrastructure.
7. The IM shall ensure that no information asymmetry arises between the Applicants, in order to guarantee the fairness and non-discriminatory nature of the entire process.

New passenger services - Notification requirements

If an Applicant intends to carry out a new passenger rail service, he must notify the Infrastructure Managers and the ART of his intention by the deadline referred to in Article 38, paragraph 4 of Directive 2012/34/EU.

In accordance with the provisions of EU Regulation 2018/1795 the Applicants will be required to provide the information pursuant to art. 4, through the standard form published on the ART website, in order to determine whether the economic balance of a public service contract for rail transport is compromised by the new rail passenger service.

International transport service requests

If the case of international services, the Applicant may – in accordance with the RNE Agreement (cf. paragraph 1.10) – present its request through the PCS (Path Coordination System).

The request and the handling and allocation of the paths relating to the Rail Freight Corridors follow a specific allocation procedure, which is illustrated in the Corridor Information Documents (CIDs) of the relevant Rail Freight Corridor.

If the request concerns international passenger transport, within the meaning of article 3(5) of Directive 34/2012/EC, the applicant – acting in accordance with article 24(2) of Legislative Decree 112/15 – shall also inform the competent regulatory bodies.

4.2.1 Capacity request procedure for the lines concerned by the TTR pilot projects (updated in December 2019)

During the 2020-2021 timetable, a pilot project has been launched to test the TTR Strategy for the Timetabling Process, with respect to the section for which RFI is competent on the Munich-Verona line.

Regarding the details for the reserved capacity for Rolling Planning requests, reference should be made to the RFI website at www.rfi.it.

Rolling Planning requests shall be presented, for the purpose of giving the IM an adequate timeline for preparing the offer, in a period of between 4 months and 1 month prior to the first day of the transport services and shall comply with the characteristics of the so-called "band of capacity" as published. Beyond the said deadlines the excess reserved capacity will be added to the residual capacity.

For the Rolling Planning requests RFI will prepare a proposal for the path requests received as soon as possible and, in any case, no later than 4 weeks from the receipt thereof.

Further details relating to the TTR strategy, including the procedures for making the requests, are available at the RNE website ttr.rne.eu and on the website of RFI at www.rfi.it.

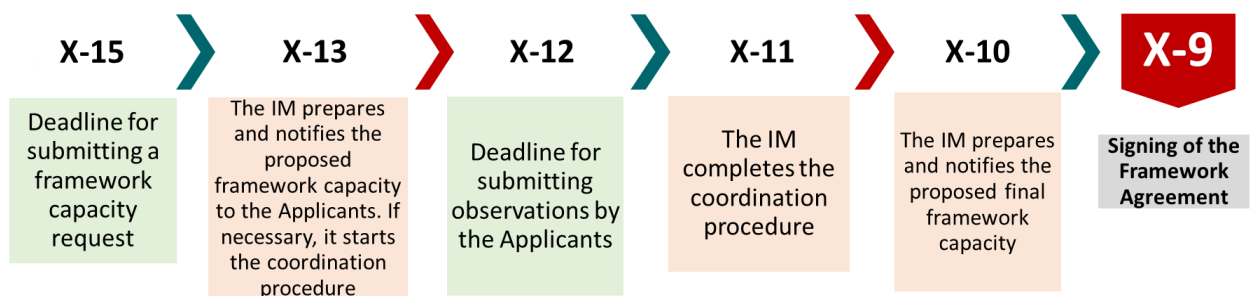
4.3 SCHEDULE FOR PATH/SERVICE REQUESTS AND ALLOCATION PROCESS

Following up on the requirements set out in paragraph 4.3.2 of the TRA Resolution no. 140/2017, introduced in the NS in paragraph 4.4.2 below, the IM reserves the right to consider rescheduling the timeline of the path allocation process, suitably and promptly notifying the Applicants to this effect.

4.3.1 Schedule for Capacity Requests for the purpose of the Framework Agreement (updated in December 2019)

All requests for the conclusion or amendment of a Framework Agreement shall be sent to the IM within 15 months from the start of the first useful working timetable. After this date the requests shall be processed by the IM according to the following timeline:

Timescale for framework capacity requests



Any framework capacity requests received beyond the indicated deadline (x-15) shall be processed in connection with the next framework capacity allocation process.

The Infrastructure Manager takes into account, prior to the conclusion or amendment of a Framework Agreement, the elements referred to in Regulation 2016/545/EU, art. 6, paragraph 1.

Following the conclusion of the Framework Agreement, the capacity allocated thereunder shall be made available from the first useful timetable period, i.e. the one coming into effect at least 9 months after the date of signing of the Framework Agreement, in order to enable the Applicant (other than a RU) or the RU operating the service to submit a request for the train paths for the capacity set out in the Framework Agreement, in accordance with the schedule set out in paragraph 4.3.2 below.

The request for capacity for the purpose of concluding a Framework Agreement may be submitted to the IM up to a maximum of 5 years from the scheduled start of the service, if any of the following circumstances occur:

- a. the Framework Agreement is a prerequisite for financing the rolling stock needed to operate the service;
- b. there is the need to complete the type approval process regarding the rolling stock referred to in letter a;
- c. the scheduling of the services stipulated in the request is strictly related to the activation of new infrastructures (railway lines, stations, terminals, connections);
- d. the scheduling of the services stipulated in the request is related to the transport activities provided in a public service contract.

The previous 5-year limit from the planned start of the service is reduced to 18 months compared to the start of the service time in the event that the request for framework capacity is finalised:

- upon the renewal of existing FAs;
- upon signing a new FA, submitted by an applicant holding an existing FA and no longer renewable.

4.3.2 Schedule for Path/Service Requests for the 13 December 2020 – 11 December 2021 Timetable Period (updated in December 2019)

Applicants may submit train path/service requests to the IM for the next timetable period starting one month prior to the date of launching of the allocation process.

These requests, however, are handled according to different procedures, according to whether they were received before or after the deadline marking the inception of the allocation process, which shall be fixed at least 8 months prior to the date the timetable comes into force. Requests submitted by Applicants beyond the deadline set out in this paragraph shall be handled by the IM from the first working day after the deadline and beginning with the requests submitted in accordance with the applicable framework agreements.

Requests submitted after any needs have emerged subsequently to the deadlines referred to in this paragraph shall be handled and allocated only after the processing of all the requests submitted within the above mentioned deadlines and, in any case, in chronological order.

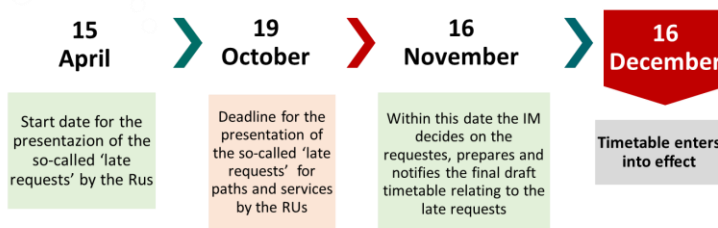
The allocation of the train paths and ancillary services requested within the aforementioned deadline shall be made according to the following schedule:

Timescale for planning the Timetable valid from 13 December 2020 to 11 December 2021

1. On time path requests will be processed according to the following scheme:



2. Path requests received **between 15/4/2020 and 15/10/2020** (so called 'Late Requests') will be examined in the order they are presented, after the requests received within the deadline of 14 April 2020, according to the following scheme:



3. Path requests received from **20/10/2020** will be processed starting on the 16th day after the entry into effect of the timetable period, as request made during the working timetable period.

The IM shall notify to the undertakings the progress of the timetable design process 60 days after the presentation of any observations by the RUs, with regard to the draft timetable transmitted in July, limitedly to the paths that:

1. are not concerned by any observations regarding the draft timetable of July;
2. are concerned by observations within the established deadline for observations to the draft timetable of July;
3. are not concerned by changes as a result of the RNE harmonisation tables of the international freight timetable.

Acceptance of the final timetable – which must be notified by the RU within 5 calendar days from the notice by the IM – shall entail:

- a) for the applicant (other than a RU), the obligation to appoint a RU to provide the service on its behalf, failing which the provisions set out in paragraphs 4.6.1 shall apply;
- b) for a RU, to enter into the access contract, failing which the provisions set out in paragraph 4.6.2 shall apply.

The conclusion of the contract shall represent the formal deed of allocation of the train paths.

4.3.3 Schedule for Path/Service Requests for Intermediate Adjustment (updated in December 2019)

The allocation of train paths in respect of any intermediate adjustments of the timetable for passenger services in force is based on the schedule as follows:

- the deadline for submitting requests for train paths and services shall be fixed at least 4 months prior to the date of adjustment, which shall be communicated in accordance with the procedure described in paragraph 4.2;
- within 30 days from the deadline for submission, the IM shall consult interested parties about the draft working timetable and allow Applicants at least 15 calendar days to present their views, which shall be taken into account when allocating the infrastructure capacity;
- in the event any observations are submitted by the RUs, the IM shall prepare the final draft timetable within 60 calendar days from the effective date of the intermediate adjustment.

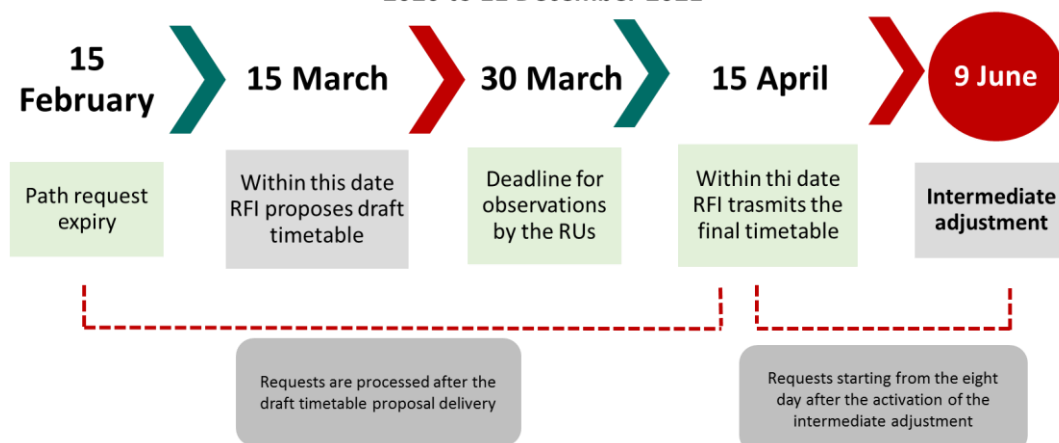
Requests relating to the intermediate adjustment submitted by Applicants beyond the deadline established in this paragraph shall be handled by the IM from the first working day after the deadline and beginning with the requests submitted in accordance with the applicable framework agreements.

Requests for train paths presented by the RUs beyond the established deadline will be processed after the final timetable has been delivered. The IM shall either define the train paths or refuse a request no later than 15 calendar days after the entry into force of the timetable adjustment.

The requests for train paths presented by the RUs beyond the date of transmission of the final timetable project will be entered on time starting from the eighth day after the activation of the intermediate adjustment.

The conclusion of the contract, unless previously concluded, shall represent the formal deed of allocation of the train paths.

Timescale for intermediate adjustment requests for the Timetable valid from 13 December 2020 to 11 December 2021



4.3.4 Schedule for Working Timetable

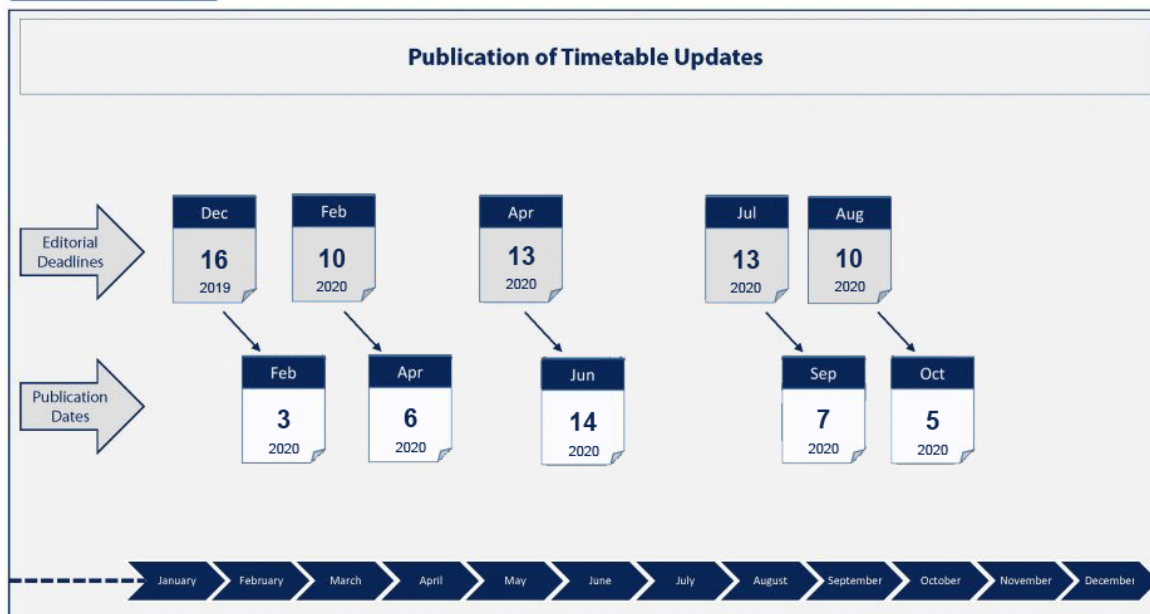
Requests in connection with the annual timetabling process

Subject to the provisions relating to intermediate adjustment, requests for train paths/services in the applicable working timetable period shall be submitted:

- at least 30 calendar days prior to the date of performance of the service, in the case of requests for more than two paths (excluding the related technical paths). The definition of the draft timetable, or the rejection of the request by the IM, shall generally be made within 15 calendar days from the receipt of the request;
- at least 10 working days prior to the start of the train path/service, if the request concerns up to two paths (excluding the related technical paths), or for trial runs in connection with type approval or line testing processes, and provided that the RU has already entered into access contracts for similar services. In this case, the acceptance or rejection of the paths by the IM shall be made within 5 working days from the date of receiving the request relating to the draft timetable;
- at least 5 working days prior to the scheduled date of implementation of the measure, in the case of requests relating to the cancellation of paths/services already allocated.

In the case of complex rescheduling processes requested during the applicable working timetable by the RUs, these shall be handled in accordance with the timelines set out in the IM's website: www.rfi.it > Servizi e Mercato > Richiesta di acquisto tracce orarie > Tempistica, subject to the issuing by the IM of the draft timetable at least 15 calendar days prior to the timetable updating date.

Timetable Updates 2020



The conclusion of the contracts, unless previously concluded, shall represent the formal deed of allocation of the train paths.

Acceptance of requests for the applicable working timetable period and the implementation of new or altered train paths shall be suspended during the 15 calendar days before and the 15 calendar days after the date of coming into force of the working timetable or any intermediate adjustment thereof.

Short notice requests

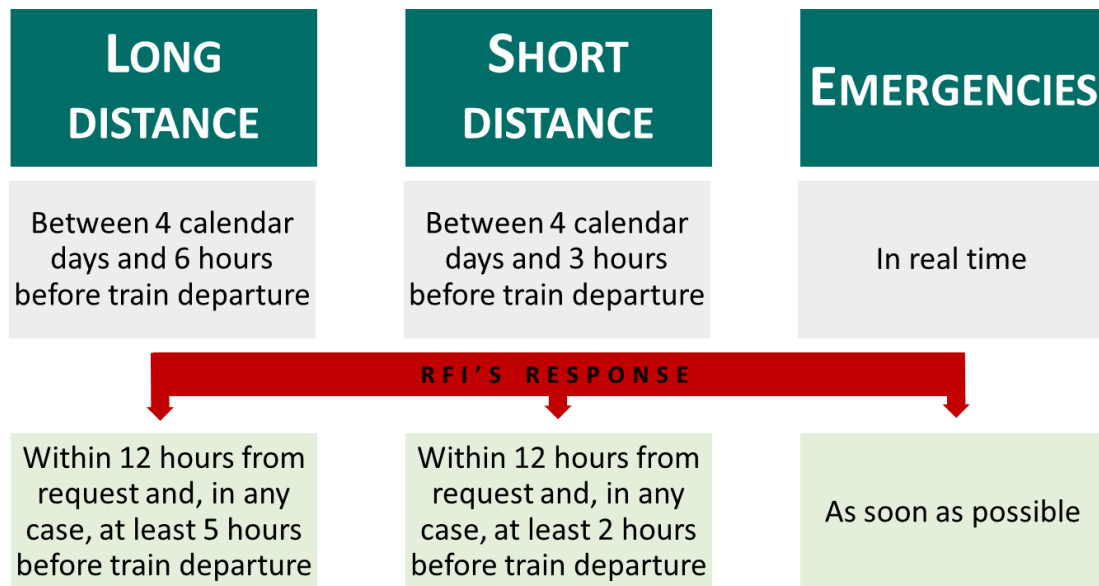
Train path requests

Short notice requests for train paths shall be possible only within the framework of a valid contract, subject to consistency with the guidelines stipulated in the Safety Certificate, and they shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the IM, operating on the ground and unequivocally identified in the Access Contract, in accordance with the schedule as follows:

- between 4 calendar days and 6 hours prior to the departure of the train, in the case of “long-distance” paths;
- between 4 calendar days and 3 hours prior to the departure of the train, in the case of “short-distance” paths;
- in real time, in the case of emergencies (including those related to public order).

The IM shall reply according to the schedule as follows:

- within 12 hours from receiving the request and, in any case, at least 5 hours prior to the departure of the train, in respect of operating management requests for “long-distance” paths;
- within 12 hours from receiving the request and, in any case, at least 2 hours prior to the departure of the train, in respect of operating management requests for “short-distance” paths;
- promptly, in respect of real-time operating management requests.



Service requests

Short notice requests for services (allocation of new services and/or changes to the allocated services, including changes to rolling stock shifts) shall be possible only within the framework of a valid and effective contract and shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the IM, operating on the ground and unequivocally identified in the Access Contract, through the PICWEB system.

The requests shall be made by the RU within the following deadline:

- between 4 calendar days and 3 hours prior to the delivery of the service.

The IM shall reply according to the schedule as follows:

- within 12 hours from receiving the request and, in any case, at least 2 hours prior to the time requested for the delivery of an unscheduled service;
- promptly, in respect of real-time operating management requests.

Handling access requests

Requests for further train paths/services relating to the applicable working timetable period, or for operating management, shall be handled and allocated in order of presentation and granted each time in accordance with the available capacity.

As a rule, operating management requests for the same train path cannot be re-submitted for more than 5 times a month.

4.3.5 Changes to the daily schedule

The allocated train paths and services, and any changes during the applicable working timetable period, may be modified in connection with:

- specific requests by the Railway Undertaking;
- specific needs of the Infrastructure Manager;
- force majeure events.

4.3.5.1 Specific requests by the Railway Undertaking

4.3.5.1.1 Changes made during the applicable working timetable period

Any alteration requests, in respect of the allocated path(s) and related services, unrelated to the application of the rules stipulated hereunder on the management of disrupted traffic and the performance of engineering works, shall be formalized - acting in accordance with the terms and conditions of acceptance - by means of the issuing, by the IM, of an alteration during the applicable working timetable period.

4.3.5.1.2. Operating changes to the allocated train paths and services (updated in December 2018)

The RU that is a party to the contract shall be entitled to request the operation (4 calendar days prior to the date of access) of new paths and/or alterations to the allocated train paths and services.

Any alterations requested during the 4 calendar days prior to access thereto shall be suitably assessed and agreed to by the parties, without prejudice to the provisions concerning disrupted traffic or the non-usage of train paths, which remains under the exclusive responsibility of the RU.

In particular, the RU shall be entitled to submit a specific request for the cases as follow:

- **Allocation of new paths and/or changes to the allocated paths**

The RU – acting through its contacts, as detailed in the agreement – shall be entitled to request request new paths/services and/or request changes to the allocated paths/services, to the IM contact, in accordance with the timescale prescribed for path requests made during the delivery of the transport services solely by means of the PICWEB RU system, unless it can be proved that the system had failed or was unavailable, in which case the requests may be made via the instruments indicated by the IM contact. After suitably assessing the request, the IM contact shall either allocate the path or refuse the request, giving the reasons therefor.

- **Postponement of departure**

If, in the event of a forecasted delay in departure from the station of origin, the RU contact nonetheless intends to access and utilise the allocated path, he shall be required to officially notify this intention to the IM contact, who can either accept or refuse the request and may propose a new path. The IM may also accept a request only if it does not entail the rescheduling of other services. The reasons for refusing a request must always be provided.

In the event the postponement is allowed by the IM, the agreed delay in departure – compared to the scheduled time – shall produce no financial flow in connection with the performance scheme (see paragraph 6.5), nor shall it be valorised for the purpose of determining the train's arrival within the threshold of punctuality.

In the event the postponement is refused by the IM, the RU contact may officially formalize his surrender of the path, with the ensuing financial effects detailed in paragraph 4.6.3, and request a new postponed path, or decide to utilise the original path, taking all the necessary measures to remedy the problems causing the delay.

If the RU contact does not require a postponement and the train departs within 30 minutes from the scheduled time for passenger services or 60 minutes for freight services, the delay built up in departure shall produce a financial flow in accordance with the performance scheme (paragraph 6.5).

Failure by the RU to make a specific request for postponement within the train departure time – and if the train fails to depart within the time referred to in the preceding paragraph – the IM contact consider the path cancelled through the fault of the RU and the financial consequences referred to in paragraph 4.6.3 shall apply.

In this case, if the RU contact expresses the intention to provide the service nonetheless, the IM contact can propose a new path possessing the same or similar characteristics to the cancelled one, and proceed with the official allocation thereof, after the final confirmation received from the RU.

- **Changes to the train formation, in respect of the allocated train path**

The RU shall be entitled to alter the train formation, with reference to the allocated train path, only if the alteration is of an extraordinary not systematic nature, in accordance with the following operating procedures:

- if the altered train formation conforms to the values defined during the planning process and set out in the schedule to the Access Contract, the RU contact shall notify the accredited IM contact within 2 hours of the train's departure;
- in the event the train formation:
 - exceeds the values defined during the planning phase and set out in the annex to the Agreement;
 - entails reductions to the maximum speed or service ranking, due to deteriorations of the rolling stock or changes in the scheduled material;
 - entails a train length in excess of the length established in connection with the scheduling;

The RU shall officially request, at least 5 hours prior to departure, specific authorisation from the IM, who shall reply in a sufficient amount of time to allow the departure of the train with the new formation. The IM shall nevertheless be entitled to refuse the proposal and/or formulate new alternative proposals.

In either case, the alterations to the train formation shall conform to the applicable regulations.

If the IM finds a systematic use of changes in the train composition it must report the fact to the TRA.

In all cases of official refusal of the request, the allocated path shall be considered cancelled through the fault of the RU, with the financial effects stipulated in paragraph 4.6.3.

In the event of technical non-conformities found in a part of the components during the ancillary operations prior to train departure, or during the journey, the IM contact, after having been notified in real time by the RU contact, shall ensure that the latter acts promptly to remedy the non-conformities, as long as the maximum absolute values under the applicable regulations are complied with.

If there are any delays in remedying the problem, the IM contact shall apply the provisions envisaged above.

- **Request for additional stops**

The RU shall also be entitled to request, and the IM to grant, additional stops for passenger services or technical operations, provided that the train length fits the maximum length of the station platforms, as stipulated in Section 3, if it is necessary to utilise the platform. In the event a stop is planned for a train whose length exceeds the maximum length of the station platform, the RU shall undertake the necessary measures – on its own initiative, at its own expense and under its own responsibility – to ensure the safety conditions of the train, the passengers and the infrastructure, restricting the boarding/alighting of passengers solely to the carriages standing alongside the platform.

In any case, the train formation shall conform to the yard's technical characteristics.

Such a request must be formally made to the IM contact 2 hours prior to departure of the train, who may accept or refuse the alteration according to availability/traffic conditions, promptly notifying the RU of its decision. In the event of refusal, the IM contact may propose an alternative solution. The IM must always provide the reasons for its refusal.

4.3.5.2 Specific needs of the Infrastructure Manager

The IM shall be entitled to totally or partially cancel one or more allocated paths or services, to ensure service regularity or compliance with the schedule of services, in connection with the performance of engineering

works on the infrastructure. Any cancellations must be notified by the RU via the IM-RU communication systems.

4.3.5.3 Force majeure events

In the event the alterations are due to reasons beyond the control of either the RU or the IM, they shall be deemed to be due to force majeure events and, therefore, no penalty shall be applied.

4.4 ALLOCATION PROCESS

4.4.1 Framework capacity allocation process

4.4.1.1 Limitations to the allocation of framework capacity (updated in December 2019)

The capacity that can be assigned under a Framework Agreement, or a set of Framework Agreements, cannot exceed 85% of the total capacity associated with each section and time slot.

The capacity allocated under Framework Agreements, by time slot and line section, is shown in the ePIR portal. The capacity values are calculated based on the characteristics of the infrastructure and the traffic heterotachy level, applying the following formula:

$$\text{Commercial hourly capacity} = \text{Theoretical hourly capacity}/K$$

where the theoretical hourly capacity = $60/d$, with d being the minimum headway between one train and the next, in the given section.

Where K expresses the level of heterotachy resulting from the amount of traffic on the line.

4.4.1.2 Coordination process in the framework capacity allocation procedure

In the event of a conflict arising between the Framework Agreements already concluded and new requests for the conclusion or amendment of a Framework Agreement, the IM shall perform a first round of coordination aimed at reconciling the requests as far as possible. This procedure shall be started by the IM after notifying the Applicants of the proposed framework capacity (X-13) and completed at the expiry of the deadline for the presentation of observations by the Applicants (X-12).

If, following the first round of coordination, it proves impossible to reconcile the existing Framework Agreements and the requests for new Framework Agreements or for the amendment of new Framework Agreements, the IM shall perform a second round of coordination in accordance with the criteria set out in article 10, paragraphs 2-4, of Regulation 2016/545/EU. This second stage shall be completed one month prior to the notice by the IM to the Applicants of the proposed final framework capacity (X-11).

If the second coordination round has proved equally unsuccessful, and if the request for new Framework Agreement, or amendments thereto, provides for the improved use of the infrastructure, the IM – applying article 8, paragraph 4, of Regulation 2016/545/EU – shall request each of the parties to the existing Framework Agreements to return a part of the capacity indicated in Schedule A, with specific reference to the sections and time slots concerned by the new entrant's request.

4.4.2 Path and service allocation process (updated in December 2019)

Regarding the path and service allocation process, the IM shall operate to ensure, as far as possible, that all requests are satisfied, including those relating to paths on lines belonging to more than one network. In this process, the IM shall take into account, as far as possible, the constraints relating to the Applicants, including those of a financial nature affecting their operations.

The IM shall agree with the other relevant infrastructure managers concerned which international train paths are to be included in the working timetable, before commencing consultation on the draft working timetable referred to in paragraph 4.4.3.

Adjustments in relation to the international train paths agreed to according to the aforementioned procedure shall only be made by the IM if absolutely necessary.

Within 11 months after the entry into force of the working timetable, the IM shall ensure that all the train paths temporarily reserved to international services are agreed to with the other capacity allocation bodies in the other member states. The IM shall ensure, as far as possible, that the planning of these paths is maintained and not changed in the stages following the definition of the working timetable.

Within 9 months after the entry into force of the working timetable, the IM shall publish the freight service catalogue for path requests relating to the next timetable period, in connection with the application of ASTROIF. Annually, before the publication of the freight catalogue, the IM sends ART a detailed report of the results of the consultations functional to the construction of the aforementioned catalogue.

For the purpose of preparing the path catalogue, the IM shall enter into consultations, within 12 months from the start of the timetable period following the applicable timetable period, with the potential Applicants (RUs holding a license and the parties to a Framework Agreement for freight services), for the purpose of collecting the necessary information on the potential configuration and development of the freight operations. In the subsequent freight path catalogue preparation phase, the IM shall ensure harmonisation with the other rail market segments, safeguarding the volumes and commercial characteristics of the transport. In the event that the need arises for certain lines, to safeguard a portion of capacity for specific requests in time programming from the consultation phase with potential applicants, the IM defines this reserve capacity in advance and publishes it in the freight catalogue.

Regarding the catalogue for the paths associated with the PROMO prices, the IM must:

- prepare the catalogue in accordance with paragraphs 3,11,12 and 13 of Legislative Decree 112/15 and measure 34 of the ART Resolution no. 96/2015;
- submit the catalogue to the ART within the second Friday in January, which shall then express a binding opinion within 40 days from the date of transmission;
- having introduced the alterations, if any, publish the catalogue of paths associated with PROMO prices within 9 months from the entry into force of the working timetable period.

The PROMO catalogue is published in the ePIR portal.

For each reference period, the available capacity for the allocation of train paths to the applicant RUs shall not include the amount needed for infrastructure maintenance and works without stopping the train services, with reference to each line Section.

The IM shall promptly communicate to the Railway Undertakings concerned any large-scale alterations of the quality of the lines and of the capacity used for the performance of the railway services.

The IM, in connection with the capacity allocation process, may apply regularity margins to the paths in accordance with the guidelines contained in the document “Technical scenario regularity margins”, which can be consulted by all Applicants in the ePIR portal. In any case, the IM, if it needs to maximise the capacity of the infrastructure available to the Applicants, or for other reasons, may depart from the provisions of the “Technical scenario regularity margins”, in which case it must clearly and reasonably notify the relevant paths to the Applicants.

4.4.3 Harmonisation process

- 1) The IM, in order to ensure the effective and best possible use of the rail infrastructure, taking into account the commercial functions of the services and, in any case, confirming the stipulations set out in the concluded Framework Agreements, shall develop the draft timetable by applying the flexibility margins, if necessary and involving the RUs concerned, with respect to the draft timetable requested for each train path, in the measure of no more than:
 - a) ± 15 minutes for long-distance passenger services and freight services requested for the paths publicised in the catalogue;
 - b) ± 15 minutes for regional passenger services provided by local authorities;
 - c) ± 30 minutes for freight services request out of the catalogue, or requests by two or more undertakings for the same path publicised in the catalogue;

d) the flexibility margins shown above are reduced to ± 10 in the commuter time slots.

The flexibility margins used in the harmonisation phase shall take into due account the frequency needs and the correspondences between services.

- 2) Without prejudice to the observance of the principles referred to in paragraph 1 above, the IM, during the harmonisation of two or more conflicting paths, shall satisfy the said paths by applying the criteria referred to in paragraph 4.4.5.2.
- 3) The RU may request the TRA to re-examine the decisions adopted by the IM.

4.4.4 Path and service coordination process

Path coordination

If it proves impossible to define a draft timetable according to paragraph 4.4.3, the IM shall undertake a coordination procedure in order to reconcile any conflicting requests, providing for consultations with the requesting RUs and involving, in the case of paths included in public contracts, the relevant and competent local authorities as well. During this consultation stage, the IM shall transmit the following information to the parties concerned:

- the train paths requested by all the RUs on the same routes;
- the train paths allocated in a preliminary capacity to all the RUs on the same routes;
- the alternative train paths proposed in respect of the relevant routes;
- a detailed description of the criteria adopted in the capacity allocation process.

This information is provided by ensuring the commercial confidentiality of the information, unless the parties concerned have given their consent.

The IM, at the delivery of the draft timetable shall also notify, alongside the harmonised paths, the alternative proposals concerned by the coordination procedure.

The RUs may then present motivated observations and proposals within 30 days, concomitantly with the observations filed with respect to the draft timetable. Lacking any such observations the proposals shall be deemed to have been accepted. If observations are submitted the IM shall jointly assess the parties concerned ensuring transparency, fairness and non-discrimination in the final determination of the path offer. The coordination procedure shall be wrapped up by 30 September at the latest.

If a conflict arises between the path requests not covered by a Framework Agreement and the path requests submitted consistently with the allocated framework capacity, the IM shall apply the path allocation procedure provided in this section, in accordance with the provisions of Regulation 2016/545/EU, article 10, paragraph 5.

Service coordination

In the event of conflicting requests for services, the IM shall reconcile the requests, having consulted with the requesting RUs. During the consultation stage the IM, within the 30 September of each year, shall transmit the alternative proposals to the RUs, thus kickstarting the coordination process, which must be completed within 15 October of each year.

The RUs may apply to the TRA for a review of the decisions adopted by the IM, with regard to the path and service coordination procedure.

4.4.5 Congested Infrastructure

4.4.5.1 Statement of congestion

If the path changes proposed by the IM, requested for the services referred to in paragraph 4.4.3(1)(a) and (b), in connection with the coordination procedure:

- differ from the original request made by the RUs by an amount equal to or in excess of ± 16 minutes and at least one of the RUs concerned refuses the proposal made by the IM, the latter shall declare the element of the infrastructure concerned to be saturated and notify the TRA and the Undertakings concerned to this effect.

If the path changes proposed by the IM, requested for the services referred to in paragraph 4.4.3(1)(c), in connection with the coordination procedure:

- differ from the original request made by the RUs by an amount equal to or in excess of ± 31 minutes and at least one of the RUs concerned refuses the proposal made by the IM, the latter shall declare the element of the infrastructure concerned to be saturated and notify the TRA and the Undertakings concerned to this effect..

If the IM declares the element of infrastructure concerned to be congested - also as a result of the facts illustrated in par. 3.9, and until the organisational and/or infrastructure actions aimed at remedying the congestion are implemented - it shall allocate the available paths according to the priority criteria set out in paragraph 4.4.5.2 below, taking account also of the designation of the infrastructure, if any, for certain types of traffic.

4.4.5.2 Train path priority criteria

- 1) In the allocation of train paths relating to requests for a timetable period and/or for intermediate adjustment, the IM, without prejudice to the paths requested in accordance with an executed Framework Agreement, shall assign priority to:
 - international train services;
 - transport services the quality and quantity of which is sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments;
 - high-speed train services (entirely or partially) using dedicated infrastructures - built anew or upgraded - and to freight transport services carried out on dedicated lines, without prejudice to the provisions under Articles 101, 102 and 106 of the TUEF.
- 2) Any incompatibility between train paths with equal priority, in accordance with the previous paragraph 1, shall be solved by giving priority to the service aimed at the traffic characteristic of the time slot of interest, as follows:
 - the transport services qualitatively and quantitatively sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments shall be assigned priority status, with respect to the other services referred to in paragraph 1, in the commuter time slots, i.e. between 6.00-9.00 and 17.00-20.00;
 - the high-speed train services (entirely or partially) using dedicated infrastructures – built anew or upgraded, and the international passenger services – shall be given priority status along the entire route vis-à-vis the other services referred to in paragraph 1 between 7.00-22.00, excepting the time slots referred to in the preceding sub-paragraph;
 - international freight services or freight services provided on dedicated lines shall be given priority status along the entire route, with respect to the other services referred to in paragraph 1 in the time slot between 22.00 and 6.00.
- 3) In the case of incompatibilities that cannot be solved based on the rules set out above, the capacity shall be allocated prioritarily to the services in the order as follows:
 - services carrying national freight on non-dedicated lines in the time slot between 22.00 and 6.00. The priority refers to the paths related to the requests made by the RUs that have entered into commercial agreements for transporting dangerous goods and for combined/integrated transport;
 - services provided under interval-service timetables, even if provided by more than one RU under specific commercial agreements, documented to the IM on the submission of the path request and, in any case, concluded in accordance with the principles set out in Article 81 of the Treaty and of the applicable national legislation;
 - services that most utilise weekly uniform paths;
 - services using paths that segment to a lesser extent the line, individually developing the most number of kilometres;and if it should still prove impossible to solve the conflict, according to the priority represented by the order of presentation of the requests.
- 4) In the apportionment of the capacity for requests during the applicable working timetable period the priority is always determined by the order of presentation of the requests.
- 5) However, the priority service, in the presence of other requests, cannot lead to the congestion of the infrastructure capacity, since priority is not an exclusive right. The maximum share of the available capacity

that can be allocated - for each Section and time slot - to each type of priority service (Regional Passengers, Medium/Long-Distance Passengers, Freight) is fixed at 60%. This maximum percentage does not apply to dedicated or specialised lines for certain types of traffic, as specified in Annexes 5 and 6 attached to Section 3.

This principle is applied also in the capacity allocation formalized with the framework agreement.

- 6) Any incompatibilities between path requests submitted by different Railway Undertakings for the same type of service shall be governed with the priority criteria referred to in sub-paragraphs 1, 3 and 4 above. As regards the Section of interest, the RU granted priority status cannot be allocated all the available paths in the day for the requested type of service, because priority is not an exclusive right: the maximum share of available paths that can be allocated to the RU granted priority status is fixed at 80%. This principle shall be applied also to the capacity allocation formalized under a framework agreement.
- 7) The priority criteria hereunder exclusively concern the allocation of the integrated capacity of the lines, facilities and terminals owned by the IM. Priority criteria for traffic management purposes are set out in the applicable operating regulations.

4.4.5.3 Capacity analysis and capacity enhancement plan

1. When an infrastructure has been declared to be congested, the IM conducts an analysis of its capacity, unless a capacity enhancement plan is already under way.
2. The objective of capacity analysis of a congested infrastructure is to determine the restrictions on infrastructure capacity, which prevent requests for capacity from being adequately met, and to propose methods for enabling additional requests to be satisfied. This analysis shall identify the reasons for the congestion and what measures might be taken - in the short and medium term - to ease the congestion.

This analysis shall consider the infrastructure, the operating procedures, the nature of the different services operating and the effect of all these factors on infrastructure capacity. Measures to be considered by the IM shall include the re-routing of services, re-timing services, speed alterations and infrastructure improvements. The capacity analysis must be completed within 6 months from the date on which the infrastructure is declared to be congested.

3. Within 6 months of the completion of a capacity analysis in paragraph 2 above, the IM shall produce a capacity enhancement plan.

A capacity enhancement plan shall be developed after consultation with accounts of the relevant congested infrastructure and shall identify:

- the reasons for the congestion;
- the likely future development of traffic;
- the constraints on infrastructure development;
- the options and costs for capacity enhancement, including likely changes to access charges.

It shall also, on the basis of a cost-benefit analysis of the possible measures identified, determine what action shall be taken to enhance infrastructure capacity, including a calendar for implementation of the measures.

4.4.6 Service priority criteria

Regarding the allocation of requested services the IM shall take into account the following priority criteria:

1. Conclusion of a Framework Agreement;
2. Priority service of the requested asset;
3. Priority criteria of the train paths related to the service;
4. Maximisation of asset use;
5. (only in the case of late requests or requests receiving during the current timetable period) Chronological order of presentation of the request (first in/first served basis).

The criteria set out in paragraph 5.3.1.1 of the NS shall apply solely to the services referred to in the same paragraph, in accordance with Measure 10.6.1 of the TRA Resolution no. 70/2014.

Solely for the services referred to in par. 5.3.1.4 of the NS, the criteria indicated in the same paragraph shall apply.

4.4.7 Outcome of Requests

On completion of the allocation process, the IM shall notify the detailed train paths to the RU. The formal allocation thereof shall occur on the conclusion of the Contract.

Any requests rejected due to insufficient capacity shall be reviewed, in agreement with the Applicant, on the next timetable adjustment relating to the routes concerned. Exceptions to this rule are the operating management requests, for which the decision is final.

4.5 ALLOCATION OF CAPACITY FOR INFRASTRUCTURE MAINTENANCE (UPDATED IN DECEMBER 2019)

In preparing the service programmes for the restrictions of capacity referred to in points 2, 3 and 4 of par. 2.3.3.5, in the event that any cancellations or detours become necessary, the IM shall prepare the timetable measures for the purpose of maximising access to the capacity and maintaining the highest possible number of paths on the sections concerned by the restrictions, taking into account any peculiar needs, such as services on single-track lines or terminalisation constraints.

In the event no agreement is reached with the RUs, the IM shall apportion the available capacity according to the criteria referred to in par. 4.4.5.2.

4.6 RULES GOVERNING THE FAILED APPOINTMENT AND CONCLUSION OF ACCESS CONTRACTS AND THE NON-USAGE OF CAPACITY

The paragraphs below (4.6.1, 4.6.2 and 4.6.3) shall govern the economic effects of the failure to appoint, conclude contracts and utilise the capacity relating to HS/HC and conventional infrastructure.

4.6.1 Consequences in the case of the failure to appoint a RU by the Applicant (other than a RU) and/or the failure to enter into an access contract by the appointed RU (updated in December 2018)

1. The Applicant (other than a RU) shall pay to the IM a sum equal to 50% of the charge for the paths made available and accepted, plus any energy costs, based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable, if:
 - a) the applicant (other than a RU) fails to appoint the RU to perform the transport services, within the deadline set out in paragraph 2.2.2.2;
 - b) the RU appointed by the Applicant (other than a RU) fails to enter into the access contract.
2. If the unused paths, as a result of the circumstances referred to in a) and b) (entirely or partially) concern:
 - sections of the infrastructure or time slots whose capacity has been declared to be limited or congested, pursuant to paragraph 3.9;
 - sections of the HS/HC infrastructure;the rate for calculating the penalty in 1) above is 75%.
3. If the unused paths, as a result of the circumstances referred to in a) and b) above, are related to capacity requests submitted under a previous Framework Agreement for public transport services, the rate for calculating the penalty in 1) above is 45%.
4. If, as a result of the circumstances referred to in (a) and (b) above, the paths are subsequently allocated to another applicant, with the same characteristics the penalty payable by the defaulting Applicant (other than a

RU) (in the circumstances referred to in 1, 2 and 3 above) is calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

4.6.2 Consequences in the case of the failure to enter into Contracts for (partial or total) access to Train Paths

If the Applicant, through its own fault, fails to enter into a contract, with respect to the train paths requested, made available and accepted, it shall be required to pay to the IM a sum equal to 50% of the access charge for the paths for which no contract has been entered into, plus any energy costs, based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the event of paths that only partially concern limited capacity/congested sections or time slots of the infrastructure, within the meaning of paragraph 3.9, or sections of the HS/HC infrastructure, the RU shall be required to pay to the IM an amount equal to 75% of the access charge for the paths for which no contract has been entered into, plus any energy costs, calculated based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the event the RU notifies a decision not to enter into a contract for access to the paths and at the same time requests new paths with the same characteristics as those cancelled, in terms of the line sections used and commercial times, but on different days and/or for different distances travelled, the IM shall apply a bonus on the penalty for the failure to conclude the contract by calculating the difference between the charges relating to the previous (surrendered) paths and the charges for the new path requests, both being valorised based on the operations carried out during the first 60 days (or 30 days in the above mentioned cases), to which the corresponding penalty percentage will be applied.

If the difference is positive, the RU shall pay the sum to the IM as a penalty for the failed conclusion of the contract, if, instead, the difference is zero or negative, the RU shall not be required to pay any penalty.

The details of the bonus, if any, are supplied to the RUs in the Reporting information system, downstream from the contract conclusion phase.

4.6.3 Consequences of the failure to utilise the allocated Train Paths (updated in December 2019)

Save as detailed hereinafter, the RU shall be entitled to surrender or partially utilise one or more of the train paths allocated under the agreement.

If the RU, through its own fault, during the term of the contract, fails to utilise the paths for which it has concluded a contract, in whole or in part, the following rules shall apply:

A) The formalisation of the surrender by the RU – through its own fault - of one or more of the train paths, including those only partially concerning limited capacity/congested sections or time slots of the infrastructure, within the meaning of paragraph 3.9, or sections of the HS/HC infrastructure, shall entail the payment by the RU of a penalty, calculated exclusively with regard to the sections concerned, as follows:

- 50% of the charge due for the unused path (minus any energy costs), if the surrender is notified up to 5 calendar days prior to the date of scheduled access; if the surrender is related to the entire operating timetable period, the RU shall pay to the IM the above mentioned penalty in the measure of the number of trains scheduled to run in the 60 days following the surrender;

The penalty mentioned hereinabove shall be determined taking into account the number of trains scheduled to run in the 30 days after the surrender, if the unused paths are subsequently allocated to another RU with the same characteristics;

- 60% of the charge due for the unused paths (minus any energy costs), if the surrender is notified between 4 calendar days and until the time of departure of the train from its origin station.
- B) The formalisation of the (total or partial) surrender by the RU – through its own fault - of one or more of the train paths concerning lines/facilities not included among those classified as "limited capacity" or HS/HC:
- shall entail no financial consequences for the RU, if the surrender is formalised up to 5 calendar days prior to the date of scheduled access;
 - the payment by the RU to the IM of a sum equal to 30% of the charge due for the unused path (minus any energy costs), or a part thereof (depending on whether the surrender is total or partial in nature), in the case the surrender is formalised between 4 calendar days and the time of departure of the train from the origin station.
- C) If the RU fails to (entirely or partially) utilise the path in accordance with the schedule and fails to formalise its surrender thereof, the path shall be deemed to have been cancelled through the fault of the RU, which shall thus be obliged to pay the related charges - for the entire path or the cancelled section thereof - to the IM, minus any energy costs.
- D) In the case of the failed utilisation of the paths under the access contract concluded in connection with a previous Framework Agreement for public transport services, the penalty is 30%, regardless of when the surrender of the paths is formalised.

If the RU notifies the non-utilisation of a path and at the same time requests a new path with the same characteristics as those cancelled, in terms of the line sections used and commercial times, but on different days and/or for different distances travelled, the IM shall apply a bonus on the penalty for the failed path utilisation by calculating the difference between the charges relating to the previous non-utilised paths and the charges for the new path requests, both being valorised based on the operations carried out during the first 60 days (or 30 days in the above mentioned cases), to which the corresponding penalty percentage will be applied.

If the difference is positive, the RU shall pay the sum to the IM as a penalty for the failed path utilisation, if, instead, the difference is zero or negative, the RU shall not be required to pay any penalty.

The details of the bonus, if any, are supplied to the RUs in the Reporting information system.

Table 1

PERCENTAGE CHARGES PAYABLE TO THE IM			
	ENTIRE DRAFT TIMETABLE OR SINGLE PATHS	PATHS CONCERNED BY LIMITED CAPACITY OR HS/HC	CONSISTENTLY WITH A FRAMEWORK AGREEMENT
FAILED DESIGNATION OF/ CONCLUSION OF CONTRACT WITH THE RU	50% of the charge for the first 60 days	75% of the charge	45% of the charge
	<i>If the paths are reallocated on a later date, the penalty is calculated on 30 days</i>		
FAILURE TO CONCLUDE A CONTRACT FOR THE PATHS	50% of the charge for the first 60 days	75% of the charge	45% of the charge
	<i>If the paths are reallocated on a later date, the penalty is calculated on 30 days</i>		
FAILURE TO USE THE PATHS	For cancellation within 5 days:		30% of the charge
	0%	50% of the charge for the first 60 days	
	<ul style="list-style-type: none"> • In the event of the cancellation of entire timetable, 50% of the charge for the first 60 days • If reallocated, on 30 days 		
	In the case of cancellations between 4 days and the departure time:		
30% of the charge	60% of the charge		
In the event of failure to cancel: 100% of the charge			

If, for reasons attributable to the relevant RU, a train path is used by the RU for a period of at least three months 30% below the operating programme and this conflicts with one or more paths for which a new request has been received from another RU, the underutilised path shall be deemed to have reverted to the Manager.

4.6.4 Exemptions with regard to the penalties referred to in 4.6.3

Upon entering into the access contract, an exemption shall be granted to the RU, related to the estimated value of the gross usage charge, not including the energy costs. If a RU concludes more than one contract, given the impossibility for a RU to enter into a contract for passenger and freight services, the exemption cannot be cumulated. This exemption shall not be subject to any adjustments, in connection with contract amendments.

The exemption cannot be cumulated. This exemption is not subject to adjustments for contract amendments.

Regarding freight transport services, the exemption is gradually determined as follows:

- 6% for access contracts of less than 2 million euros;
- 5% for access contracts of between 2 million and 10 million euros;
- 4% for access contracts in excess of 10 million euros.

In the case of short-to-long distance passenger services (including the HS/HC infrastructure services), the exemption is gradually determined as follows:

- 3% for access contracts of less than 6 million euros;
- 2% for access contracts of between 6 million and 100 million euros;
- 1% for access contracts in excess of 100 million euros.

The sums – if any – charged by the IM to the RU, under paragraph 4.6.3, determined by the IM on a monthly basis and reported to the RU, shall be progressively subtracted from the exemption - in respect of the share that exceeds the sums due by the IM to the RU for any measures cancelling and/or re-routing the train paths – and shall not determine any disbursements until it has been used up.

The exemption shall terminate at the expiry of the Access Contract and cannot be used to set off any sums due for other reasons.

Any sums relating to non-usage in excess of the exemption amount shall be paid in connection with the balancing invoice.

4.7 TRANSPORT OF DANGEROUS GOODS (UPDATED IN DECEMBER 2018)

Upon submission of a train path request, the RU is obliged to specify whether the transport shall concern dangerous goods, classified as such by the applicable operating regulation "*Reglement concernant le transport international ferroviaire des marchandises dangereuses - RID*".

In the event the request concerns the transport of dangerous goods, concerning connected facilities, the RU shall submit a declaration in writing to the Manager of the Terminal specifying the transport acceptance capacity, in accordance with the applicable regulations, subject to forfeiture of the application, according to the following schedule:

- within 5 calendar days after the delivery of the final draft timetable in November, in the case of path / service requests for the timetable following the working timetable;
- within 5 calendar days prior to the date of activation of the path /service, in the event of short-term path and service requests (during the working timetable).

The yards suited to the terminalisation of dangerous goods are specified in the ePIR portal.

The proposed train path issued to the RUs submitting requests for dangerous goods shall include the specification "transport of dangerous goods - TDG". This note shall be recorded directly in the traffic management platform (PIC), where the good path request is submitted in the short term.

The paths allocated in relation to path requests without the above mentioned information being provided cannot be used for transporting dangerous goods.

In connection with the notification of the formation of freight trains, the RU shall inform the IM, for each freight or tank car forming the train, and the quantity (net weight expressed in kilos) of each type of dangerous goods carried.

This notification - including all the elements specified above - is preliminary to and binding on the departure of the train.

4.7.1 Criteria for identifying the freight terminals/handling stations for dangerous goods

The IM shall identify and define – in accordance with dedicated procedures – the Terminal Freight Stations (SMT – Scali Merci Terminali) – within the meaning of Schedule 1 to the Decree issued by the Environment Ministry on 20/10/1998 – with respect to the National Rail Infrastructure, also meeting any specific requirements of the RUs.

The costs for implementing, maintaining and upgrading the relevant plants and systems, under the applicable regulations (except for the measures falling under the responsibility of the forwarding/receiving companies), shall be incurred by the IM, which may also pass on the costs it incurs for upgrading the infrastructure to the RUs concerned, based on fair, transparent and non-discriminatory criteria.

The lists of SMTs are published and updated by the IM in the ePIR portal. Details are also provided as to the type of station, in accordance with the Decree of the Environment Ministry of 20/10/98.

4.8 SPECIAL MEASURES TO BE TAKEN IN THE EVENT OF DISRUPTION

Reference should be made to paragraph 2.4.3.

SECTION 5 – SERVICES

5.1 INTRODUCTION

The definition of the general regulatory guidelines, relating to the production and procurement of the service by the RU, shall be contained in the measures adopted by the TRA, pursuant to article 37 of DL 201/2011 (amended and converted into Law 214/2011) and article 13(13) of Legislative Decree 112/15.

Following is an overview of the different types of services provided by the Manager:

a) Minimum Access Package

The infrastructure manager, having regard to the payment of the access charge and utilisation of the infrastructure, guarantees that all railway undertakings allocated train paths, at fair and non-discriminatory conditions, the provision of the following services forming the minimum access package:

- handling rail infrastructure capacity requests for the purpose of concluding the access contracts;
- right to access the allocated capacity;
- utilisation of the rail infrastructure, including the points and connecting tracks;
- control and regulation of train traffic, signalling and train routing and communication of all information on traffic;
- utilisation of the electrical power supply system for the traction electricity, if available;
- all other information needed to perform or manage the service for which the capacity has been granted;
- Ferry service to/from Sicily (Villa S. Giovanni – Messina route) and Sardinia (Villa S. Giovanni/Messina – Golfo Aranci route);
- infrastructure connecting service facilities.

b) Guaranteed access to service facilities and supply of services

RFI, acting as an operator of service facilities, provides to all railway undertakings, at fair, non-discriminatory and transparent conditions, access to the railway lines and to the following service facilities and yards, if existing, and to the services delivered thereat:

- passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations;
- freight terminals;
- train coupling/uncoupling areas, including shunting facilities;
- areas, facilities and buildings for parking and storage of rolling stock and freight;
- maintenance facilities, with the exception of heavy maintenance facilities dedicated to high-speed trains or to other types of rolling stock requiring specific facilities;
- train washing facility;
- refuelling facilities
- clearing of infrastructure with equipped emergency cars.

c) Additional Services

If RFI, as the service facility operator, provides the following additional services, the latter are provided at the request of the railway undertakings, at fair, non-discriminatory and transparent conditions.

- traction current;

- pre-heating, climatisation and use of REC charging points for maintenance/cleaning of passenger trains and water supply to trains;
- monitoring trains carrying dangerous goods;
- services for exceptional transports;
- marshalling operations;
- assistance to passengers with reduced mobility (PRM);
- parking;
- fast-track platform access.

d) Ancillary Services

RFI, as the operator of the service facilities, may, at the request of the railway undertakings, provide, at fair, non-discriminatory and transparent conditions, the ancillary services as follows:

- supply of additional information;
- access to the GSM-R telecommunications network for ground-to-train communication services.

Without prejudice to the principle of non-discrimination, RFI, as the service facility operator, is not under the obligation to provide the ancillary services.

5.2 MINIMUM ACCESS PACKAGE (UPDATED IN DECEMBER 2018)

Handling rail infrastructure capacity requests for the purpose of concluding the access contracts

This includes all the preliminary activities needed to conclude the Contract:

- checking whether the RU holds the prescribed requirements, licence, entitlement document and safety certificate, with reference to the period of validity of the contract;
- receipt of requests and verification of their consistency with the characteristics of the railway infrastructure;
- verification of the availability of the requested capacity and related confirmation;
- drafting and notification of the detailed working timetable;
- economic development of the train paths;
- drafting of the Contract and formal allocation of the train path.

Each Contract shall specify the total access charges and any costs for the electrical power supply and services.

Right to utilise the allocated capacity

Comprises the activities needed to ensure:

- as regards the lines:
 - their availability for transport services;
 - their quality, meaning the performance characteristics of the infrastructure, needed to utilise the allocated train path.
- as regards passenger stations:
 - the availability of arrival/departure tracks for the time needed to carry out the technical and commercial services:
 - a) in the ePIR portal for the origin/destination stations;
 - b) in the allocated train paths for all the intermediate stations.
- as regards the connection facilities with the external networks:
 - compliance with the maximum stopping times for international freight train services as indicated in ePIR portal.

However, any exceptions entailing an exceedence of the restrictions stated in the ePIR portal, with regard to the origin/destination stations – as a result of the IM's needs, in respect of the overall working timetabling operations, or of any technical/organisational and commercial needs of the RU strictly related to the scheduling of the services – shall not obstruct the capacity of the yard in any way, and shall be formalised with the notification of the draft working timetable or station schedule, as regards goods facilities:

- availability of arrival and departure tracks for the time resulting from the station schedule;
- utilisation of lighting installations.

Utilisation of the rail infrastructure, including the points and connecting tracks

This includes the utilisation of points and connection tracks, along the line and at stations, and of alarm installations along the line, necessary for using the train path.

Control and regulation of train traffic, signalling and train routing and communication of all traffic information

This includes, within the timeframe of the opening times of the lines and installations, as indicated in Section 3:

- the orderly operation of the train services along their prescribed route and the communication of any special traffic situations (slowdowns, interruptions/rerouting or detours, speed limits, etc.).
- signalling or the indication of the condition of freedom or occupation of an infrastructure and on train distancing, and on the speed limits of the sections concerned.

Utilisation of the electric power supply system, where available

This includes the utilisation of the:

- overhead line for electrical traction;
- transformer rooms and equipment for transforming electrical power;
- electricity distribution installations, for the time needed to utilise the train path, including the time required for passengers to board or alight from the trains and the stabling and parking of the rolling stock to/from the stabling/parking sidings.

All other information as is necessary to implement or operate the service for which capacity has been granted

Includes the following information that the IM is obliged to provide to the RU, based on the systems and equipment currently available at the single yards and facilities:

- as regards the schedule, the detailed train path and related information (train number, train classification, origin/destination, route, stops, times, arrival and departure tracks at the stations, operating days);
- as regards the actual performance of services, any significant variations to the above information and the reasons therefore.

With regard to the information needed for the provision or management of the service for which the capacity has been allocated, the RUs that have entered into a track access contract may utilise the IM's information systems, through a number of lines/network connections included in the MAP, as defined in paragraph 6.3.4.1 below:

- **PICWEB-RU information system** with a Web interface including the modules as follows:
 1. **Scheduling:** a module for viewing the scheduled trains and the rescheduling of short-term requested trains.
In accordance with the personal data protection regulations, if the holder of the account/connection differs from the *"Accredited contact indicated in annex 3 to the agreement, in respect of the short-term request for train paths"*, the request for the activation of the service must be presented in writing by the legal representative of the RU or a delegated official.
 2. **Real time:** a module for monitoring and controlling traffic and the infrastructure, by means of timetable information updated in real time.
 3. **Real time "Traingraph":** a function for monitoring and controlling traffic and the infrastructure, by means of space-time graphics built using information updated in real time.
 4. **Production control:** a module for producing and viewing reports and analyses relating to historical traffic data and the state of the infrastructure.
 5. **Output control – Client profile:** a module for producing and displaying reports and analyses relating to the state of the infrastructure and of train operations under the Framework Agreement entered into with RFI. The profile is specific for types of users, such as the Regions / Autonomous Provinces that are parties to the Framework Agreement and/or as the parties commissioning the public transport service.
 6. **Reporting:** a module for producing and viewing the total monthly access charges and the Performance Scheme.

In accordance with the personal data protection regulations, if the holder of the account/connection differs from the *“Accredited contact indicated in annex 3 to the agreement, in respect of the Service delivery reporting/Billing”*, the request for the activation of the service must be presented in writing by the legal representative of the RU or a delegated official.

7. **Short-Term Request Back End:** a module for viewing the scheduled trains and rescheduling of trains, under short term requests, via a direct interface between the RU’s and the IM’s systems.
 8. **Back End Communication of real composition:** a module for forwarding data relating to the composition of the train at departure, via a direct interface between the RU’s and the IM’s systems.
- **PICWEB – Profile OPE7:** a module enabling the computerised management and forwarding to the IM of the train composition, rolling stock shifts, requests for services at facilities and shunting operations, with the related performance information and with the display of the M53 Integrated Shunting, at the freight terminals where it is installed.
 - **PICWEB – Profile OPE8:** a module for the management of rolling stock delivery.
 - **PIC ARRIVALS AND DEPARTURES:** this module enables the real-time displaying of passenger information on the monitors installed in the stations; it also includes the information channel called *“Stazione Virtuale”* (Virtual Station), for interfacing with the information systems of RFI that manage public announcements;
 - **RETE BLU:** this is a system for the computerised management of the requests for ground assistance services for PRM clients, of the agenda of requested services and of the final information, with respect thereto.
 - **Hazard Database (HD),** an information system that records and displays any event that has or could have jeopardised train and network operation safety.

The IM is required to provide the following information to passengers, at train stations, in accordance with the quality indicators and standards set out in the applicable RFI Charter of Services, by means of:

- timetables and/or arrival and departure display screens;
- passenger announcements;
- station signs for the common areas.

The passenger information services in the form of timetables and/or arrival and departure display screens shall be provided in connection with the entry into effect of the working timetable, any intermediate adjustments and any intervening changes. The train timetables shall be put up in highly visible places and near the ticket offices.

With regard to the passenger information service, the IM is committed to ensuring that the level of satisfaction of users is equal to at least 90% in ordinary operating conditions or at least 85% in critical operating conditions. The IM monitors this index through customer satisfaction surveys carried out at the station.

Maritime rail links to/from Sicily and Sardinia

The service consists in providing a rail link by sea to and from the mainland and Sicily and Sardinia.

The rail link by sea to/from the mainland and Sicily, ensuring the continuity of the train path, may concern goods wagons, also containing dangerous and harmful goods, and passenger carriages with the passengers on board. The presence of passengers on board the trains during the ferry crossing shall be regulated, on a case by case basis, by the RFI staff performing the ferry service.

The rail link by sea to/from the mainland and Sardinia does not concern passenger carriages and may concern goods wagons, excepting wagons containing dangerous and harmful goods and empty passenger carriages.

The rail link shall comprise the following services:

- loading operations (transfer of the rolling stock from the arrival siding to the embarkation point, without any changes to the train formation, and subsequent embarkation onto the ferry);
- ferry crossing;
- unloading operations (disembarkation of the rolling stock from the ferry, transfer from the disembarkation point to the train departure siding, without any changes to the train formation);

Any changes to the train composition shall be carried out independently by the RU and access to the dedicated areas for these activities shall be requested in accordance with paragraph 5.3.1.

The rail link does not include any other service requested by the RU, which shall, therefore, be subject to extra charging.

RFI ensures the maritime rail link to/from the mainland and Sicily (Villa S. Giovanni-Messina route), Sardinia (Messina/Villa S. Giovanni-Golfo Aranci route).

RFI undertakes to provide the carriages with electric power throughout the ferry crossing, unless this is impossible for proven technical reasons.

The RU undertakes to comply with the maximum load prescriptions applicable to the carriages and to present wagons containing dangerous goods only for expressly appointed trips. The RU undertakes, in this case, to comply with the applicable regulations and to take all the necessary steps to ensure the transport safety of the wagons containing these goods.

RFI shall take over the carriages and wagons for the ferry crossing from the moment in which the RU makes them available for embarkation and shall return them to the RU after completion of the disembarkation operation. The IM, however, shall not be responsible for any loss or damage to the goods and/or injury to persons occurring prior to the carriages and wagons are made available to it by the RU and after the disembarkation operation. During the embarkation/disembarkation operations and the ferry crossing, RFI shall be responsible for any loss or damage to the goods and/or injury to persons occurring in connection therewith, unless it can be proved at the event occurred through no fault of its own.

Infrastructure connecting service facilities

RFI guarantees to the RU the right to use the national rail infrastructure to access the connecting service facilities owned by parties other than RFI itself.

5.3 GUARANTEED ACCESS TO SERVICES FACILITIES AND SUPPLY OF SERVICES

With reference to the services outlined in paragraph 5.1.1, letter b), above, with regard to the RFI facilities, the following rules shall apply:

5.3.1 Guaranteed access facilities (updated in December 2019)

Unless otherwise indicated, the perimeter and characteristics of the facilities where RFI provides the services are shown in paragraph 3.6, while the procedures and timescales for making the relevant requests are shown in paragraphs 4.3.2 and 4.3.3.

5.3.1.1 Passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations (updated in July 2020)

Description of service

The service consists in making available to each company operating in railway passenger transport service **undertaking station spaces for self-service ticket machines (SSTM), information desks and ticket validators, as well as technical and station premises and areas for staffed ticket offices and passenger reception and assistance facilities.**

Minimum allocation of the asset for service

The access service to the areas in question provides for the provision of the following minimum facilities:

Non-automatic ticket offices and functional facilities for their operation

- ticketing area
- lighting system of the common areas
- preparation of the electrical system

- connection set-up for data transmission

BSS

- BSS positioning area (max 3.8 m²)
- lighting system of the common areas
- preparation of the electrical system
- connection set-up for data transmission

Desk

- Desk positioning area (max 3.8 m²)
- lighting system of the common areas
- preparation of the electrical system
- connection set-up for data transmission

Ticket-validation machines

- ticket-validation machine positioning area (max 0.36 m²)
- preparation of the electrical system
- connection set-up for data transmission

Technical premises and areas, passenger reception and assistance facilities

- lighting system;
- electrical system;
- fire protection system (only for archive premises);
- Heating/cooling system (excluding premises for archive, storage and utility premises);
- Connection set-up for data transmission (only for office use premises).

Procedure and timeline for requesting the service

Assignment procedures for RUs

Station spaces for self-service ticket machines (SSTM), information desks and ticket validators

1. RFI, with regard to the selection process referred to in the preceding paragraph “general criteria”, shall post in the ePIR portal the updated number of available areas for each station and the related spaces set aside, in each area, for the ticket machines / information desks / ticket validators;
2. the requests by a RU for the allocation of spaces for the information desks / self-service ticket machines / ticket validators, shall be made – in respect of any station – to the Direzione Commerciale of RFI (T0);
3. within 5 working days from receiving such requests, the Direzione Commerciale of RFI shall then forward them to the commercial operator of the station concerned (T0+5);
4. within 10 working days from receiving such requests, RFI shall indicate to the requesting RU and the commercial operator of the station concerned the number of spaces to which the RU is entitled in each selected area of the station, on the basis of the above mentioned principle of proportionality (T0+10);
5. within the following 15 working days, the commercial operator of the station concerned shall call the requesting RU to take part in an inspection at the station, to effectively identify the available spaces, also taking into account any specific requirements by the RU (T0+25);
6. within the following 15 working days, the commercial operator of the station concerned – in the light of the outcome of the inspection mentioned above – shall notify to RFI and to the requesting RU, the allocated spaces and send the latter a copy of the relevant standard contract (T0+40);
7. the proposal will be irrevocable for the following 20 working days, after which it shall lapse, unless the RU accepts it (T0+60);
8. the area in the station will be made available within 5 working days after the RU has signed the contract, unless objective and specific technical impediments (such as the need to carry out adjustment works, for example) require more time (T0+65).

Technical and station premises for staffed ticket offices, technical services and passenger reception facilities

1. Each request for station premises by a RU (T0) must be presented, regardless of the commercial operator of the station in question, to the *Direzione Commerciale* of RFI, at least four months prior to the scheduled timeline for its use. The request must contain the following information:
 - a) the requested area of the premises in square metres;
 - b) the purpose for which the premises will be used;
 - c) the timeline for acquiring possession of the premises;
 - d) an estimate of the time needed to fit out the premises, from the date they are handed over.
2. within 5 working days from receiving such requests, the *Direzione Commerciale ed Esercizio Rete* of RFI shall then forward them to the commercial operator of the station concerned (T0+5);
3. within 15 working days from the presentation of the requests, the commercial operator of the station concerned shall acknowledge the receipt thereof, to the requesting RU, and request any extra information that may be needed, with respect thereto (T0+15);
4. within the following 10 working days (or, if any extra information has been requested, within 10 days from receiving the said information), the commercial operator of the station concerned shall call the requesting RU to take part in a joint inspection at the station, to effectively identify the characteristics of the premises and any work that may be required to adapt it to the RU's needs (T0+25);
5. within the following 20 working days, the commercial operator of the station concerned shall send a copy of the draft contract to the requesting RU (T0+45);
6. the proposal will be irrevocable for the following 20 working days, after which it shall lapse, unless the RU accepts it (T0+65);
7. the premises in the station will be made available within 5 working days after the RU has signed the contract, unless objective and specific technical impediments (such as the need to carry out adjustment works, for example) require more time (T0+70).

Assignment procedures for companies operating in railway passenger transport services (other than RU)

Companies operating in rail transport services other than RU are entitled to submit a request for the provision of station spaces and premises in the manner previously indicated. Further details regarding the allocation procedures for station spaces and rooms will be provided in subsequent updates of the NS.

Rights and obligations of the IM and companies operating in railway passenger transport services

Station spaces for self-service ticket machines (SSTM), information desks

The commercial operator of the station – subject to prior authorisation by RFI, with regard to technical and safety aspects – shall select, in the stations concerned, specific areas for allocation to the requesting railway undertakings for its ticket machines and information desks.

In order to guarantee compliance with the principles of equal visibility and accessibility, in each area, each requesting RU shall be guaranteed the possibility of placing its ticket machines and information desks based on proportionality criteria to be determined based on the number of trains of each RU, by type of service.

Compliance with the principle of equal visibility, in the above mentioned terms, is also guaranteed if – due to the structural and/or functional characteristics of the station – it is possible to select only one area for placing the ticket machines/information desks.

Minimum guaranteed spaces

In each selected area, a minimum of two (2) spaces shall be reserved for each requesting RU, to enable it to install an equal number of ticket machines if, in the request of the above mentioned principle of proportionality, a RU is granted less than two (2) spaces.

In each selected area, a minimum of one (1) space is reserved for each requesting RU, to enable it to install an equal number of information **desks** if, in the request of the above mentioned principle of proportionality, a RU is granted less than one (1) space. If, due to the structural and/or functional characteristics of the station, it is possible to select only

one area for placing the ticket machines/information desks, the minimum number to be assured shall, instead, be two (2) spaces.

In the event that the request by the RU concerns stations in which it does not carry out/has not scheduled any rail transport services, the said RU shall in any cases be guaranteed at least one (1) space for its ticket machines and at least one (1) space for its information desk inside the station in question.

The role and authority of the commercial operator of the station, as outlined in this procedure, shall obviously be taken on by RFI in the stations where the latter acts as the commercial operator and is responsible for verifying the technical and safety aspects thereof.

Station premises for staffed ticket offices and passenger reception and assistance facilities

The commercial operator – subject to prior authorisation by RFI, with regard to technical and safety aspects – shall select, in the stations concerned, specific premises for allocation to the requesting railway undertakings, ensuring adequate visibility and accessibility for passengers.

For each station, RFI shall post the location of the suitable premises for staffed ticket offices and/or passenger reception/assistance, at the date of posting, in its ePIR portal.

Regarding the stations for which no available premises have been indicated in the ePIR portal – due to either prior agreements with other RUs/commercial operators, or the presence of structural limitations – in the case of the presentation of a request by a RU for premises for staffed ticket offices and/or passenger reception/assistance, the commercial operator undertakes to find a solution, temporary or otherwise, such as to satisfy the RU's request, in a reasonable space of time and, in any case, within 6 months from the presentation of a request.

Request from companies operating in railway passenger transport services (other than RU)

In the event of request from companies operating in railway passenger transport services (other than RU) the IM shall guarantee at least one (1) space for its ticket machines and at least one (1) space for its information desk inside the station in question.

Formalisation

The making available to the company operating in railway passenger transport services of the requested area shall be formalised by means of a lease arrangement (see annexes 1 and 2 to this section), alongside the access contracts, which shall be tacitly renewed at the end of each year, unless terminated in advance by either party.

5.3.1.2 Freight terminals

Description of service

The service consists in guaranteeing access to and making available to the RUs, for non exclusive use, the freight terminals for loading/unloading goods and the relevant services provided by the terminal Operators.

Minimum allocation of the asset for service

The access service to the freight area in question provides for the provision of the following minimum facilities:

- at least one track
- space dedicated to freight loading/unloading
- lighting system of the common areas
- access to workers and vehicles

Rights and obligations of the IM and RU

RFI guarantees access to and the use of freight terminals in accordance with the principles of fairness, transparency and non-discrimination.

Formalisation

The making available of the freight terminals shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.3.1.3 Train coupling/uncoupling facilities, including shunting facilities

Description of service

The service consists in guaranteeing access to and making available to the RUs, for non exclusive use, areas for train coupling/uncoupling operations (rolling stock) with the use of at least two tracks.

Any traction changes without modifying the rolling stock composition must be requested in accordance with paragraph 5.3.1.4.

Minimum allocation of the asset for service

The access service to train coupling/uncoupling facility provides for the provision of the following minimum facilities:

- at least 2 tracks;
- lighting system of the common areas
- access to workers and vehicles

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the marshalling yards in accordance with the principles of fairness, transparency and non-discrimination.

Formalisation

The making available of the train coupling/uncoupling facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.3.1.4 Areas, facilities and buildings for parking/storing of rolling stock and freight (updated in December 2019)

Description of service

The service consists in making available tracks and sidings – in a non-exclusive capacity and without any rolling stock supervision duties by RFI – for a period of time equal to or in excess of:

- 1 hour (60 minutes) in the case of passenger trains;
- 2 hours (120 minutes) in the case of freight trains.

Minimum allocation of the asset for service

The access service to parking/storing fo rolling stock areas provides for the provision of the following minimum facilities:

- at least 1 track;
- lighting system of the common areas
- access to workers and vehicles

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

RFI shall ensure the consistency of the requests by all the RUs with the available rolling stock parking/storage facilities, in respect of the parking sidings connected to the requested terminals. The final parking schedule shall be formalised, following discussions with the RUs, in connection with the allocation of the paths, connections and shunting. The indications regarding the rostering of the rolling stock provided by the RUs may be reviewed by the IM, during the path allocation process, in order to ensure capacity consistency and optimisation.

Formalisation

The parking/storage service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.3.1.5 Maintenance facilities, with the exception of heavy maintenance facilities dedicated to high-speed trains or to other types of rolling stock requiring dedicated facilities

Description of service

The service consists in making available areas (buildings, sheltered areas and open areas) and the related functional equipment used thereat, for non-exclusive use and without the obligation to ensure the safe-keeping of any equipment owned by the RUs.

Minimum allocation of the asset for service

The access service to the Maintenance Centre provides for the provision of the following minimum facilities:

- at least 1 track with visiting pit
- preparation of the electrical system
- preparation of the plumbing system
- lighting system of the common areas
- access to workers and vehicles

The maintenance of the rolling stock is allowed inside the maintenance centres only if special collection and purification plants are available.

Procedure and timeline for requesting the service

Requests for the next timetable period and during the applicable working timetable period must be received according to the procedures described on RFI website <http://www.rfi.it/rfi/SERVIZI-E-MERCATO/Accesso-alla-rete/Richiesta-tracce-orario-e-servizi>.

The RU may request access to only a part of the maintenance facility, specifying the area it needs (in square metres), with regard to the various types of available areas (buildings, sheltered areas and open areas), considering both the areas used and the areas needed marshalling the rolling stock, also based on the results of joint on-the-ground inspections by the RU and the IM.

In the case the RU requests not to use more than one part of a previously requested system during the time slot, he must notify RFI of the date from which it no longer intends to use the service, completely freeing the areas from rolling stock and proprietary equipment, giving evidence of this in the specific report to be signed between RFI and RU, automatically renewed at each time change, unless changes are made to the use of the system, even during the time slot.

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

IM and the RU and are required, each within their sphere of influence, to comply with the legislation on safety and environmental protection. The RU guarantees the correct use of the facilities made available.

Formalisation

The making available of the maintenance facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

At the start of the working timetable the RU and IM shall draft a statement of delivery of the spaces dedicated to the service, which record shall attest to the fact that the outdoor and/or indoor and/or building therefor has effectively been made available to the RU by the IM.

When the said spaces, or premises, or buildings are returned by the RU to the IM another statement shall be drafted regarding the conditions of the said spaces, premises or buildings made available to the RU.

5.3.1.6 Train washing facility

Description of service

The service consists in making available – in a non-exclusive capacity – the secondary sidings equipped with the train washing facility (so-called “binari plateati”) and the wastewater drainage and treatment system, as obviously used and needed to wash the rolling stock. The making available of the service requires the use of parking sidings, therefore the RU making use of the said train washing facility shall also make use – necessarily – of the relevant parking service.

Minimum allocation of the asset for service

The access service to the areas intended for washing provides for the provision of the following minimum facilities:

- at least one bay track
- preparation of plumbing system and water supply
- preparation of the electrical system
- lighting system of the common areas
- drainage and purification system for washings water
- access to workers and vehicles
- areas for positioning, by the RUs, of garbage collection bins

Some washing facilities are equipped, in addition to the minimum equipment listed above, with optional equipment such as washing tunnels, rain systems and fixed rollers.

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination. If it receives more requests than the facility/area can cope for, RFI shall ensure the consistency of the above mentioned principles and the general principles laid down in the Community and domestic regulations.

IM and the RU and are required, each within their sphere of influence, to comply with the legislation on safety and environmental protection. The RU guarantees the correct use of the facilities made available.

Formalisation

The making available of the washing facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.3.1.7 Refuelling facilities

Description of service

The service consists in making available certain areas – in a non-exclusive capacity – from among the rolling stock parking and goods storage areas, suitable for refuelling purposes in a self-handling capacity by the RU, making use of its own tankers or tankers provided by its suppliers.

Minimum allocation of the asset for service

The access service to refuelling facility provides for the provision of the following minimum facilities:

- at least 1 track from among the rolling stock parking and goods storage areas;
- lighting system of the common areas
- access to workers and vehicles

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

RFI shall verify the suitability of the sidings for the performance of the service at the requested facility, taking into account the facility's operating schedule.

The RU is required to comply with the applicable environmental protection regulations.

Formalisation

The making available of the refuelling facility shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

By entering into the access contract the RU shall hold RFI harmless from and against any claims, liability and/or charges requested by third parties for any damage suffered in relation to the operations carried out by the RU at the facility in question.

5.3.1.8 Clearing of infrastructure with equipped emergency cars

Description of service

The service consists in making available equipped emergency cars to clear the railway line blocking the transit of a train.

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

Formalisation

The supply of the service is formalised through the signing of specific reports by the IM and the RU receiving the service, which reports shall certify the provision of the clearing service.

5.3.2 Services delivered by the Manager at guaranteed access facilities

The Infrastructure Manager shall not provide any other services at the facilities referred to in paragraph 5.3.1.

5.4 ADDITIONAL SERVICES

Having regard to the services in paragraph 5.1.1, letter c), RFI (in the capacity of Service Operator), shall provide the following services – where available – according to the rules and procedures as follows.

Unless otherwise specified, the perimeter and characteristics of the facilities at which RFI provides the services herein are shown in paragraph 3.6, while the procedures and timelines for the requests are shown in paragraphs 4.3.2, 4.3.3 and 4.3.4.

5.4.1 Traction current

Description of service

The service consists in supplying electricity for rolling stock traction purposes, in respect of both 25Kv and 3kV powered grids.

Location of service

The electrified lines are indicated in the ePIR portal.

RFI shall associate the use of the traction current to all the train paths requested by the RU, within the electrified rail infrastructure, except if the RU specifically notifies that it intends to use other types of traction power.

Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

5.4.2 Pre-heating, climatisation and use of REC charging points for maintenance/cleaning of passenger trains and water supply to trains (updated in December 2019)

Preheating and climatisation of passenger trains

Description of service

This service consists in the supply of the electricity to the train systems, through REC charging points, for the climatisation of the rolling stock, for maintenance operations that can be carried out directly on the parking tracks and for the interior cleaning of the rolling stock.

Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- at least 1 track from among the rolling stock parking and goods storage areas;
- REC charging point;
- preparation of the electrical system for low tension electricity supply;
- lighting system of the common areas
- access to workers and vehicles

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities, for non exclusive use, in accordance with the principles of fairness, transparency and non-discrimination.

IM and the RU and are required, each within their sphere of influence, to comply with the legislation on safety and environmental protection. The RU guarantees the correct use of the facilities made available.

Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

By entering into the access contract the RU holds RFI harmless from and against any liability arising from the improper use, or any use not according to the applicable safety requirements, of the REC charging points.

Water supply

Description of service

This service consists in providing the fixed facilities, for non exclusive use, for supplying water to the water systems on board the rolling stock.

Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- at least 1 track;
- preparation of the plumbing system and water supply;
- lighting system of the common areas;
- access to workers and vehicles.

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

The RU and IM are required each within their sphere of influence, to comply with all the applicable safety requirements and to guarantee the proper use of the services made available to it.

Procedure and timeline for requesting the service

Requests to join the commercial train kilometre offer must be submitted as described on the RFI website <http://www.rfi.it/rfi/SERVIZI-E-MERCATO/Accesso-alla-rete/Richiesta-tracce-orario-e-servizi>.

Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

By entering into the access contract the RU holds RFI harmless from and against any liability arising from the improper use, or any use not according to the applicable safety requirements, of the fixed water supply facilities.

5.4.3 Monitoring trains carrying dangerous goods

Description of service

This service consists in monitoring trains carrying dangerous goods, classified as such in the ePIR portal system. The service consists in coordinating and implementing any emergency plans that may be required for this purpose, also at the request of the RU.

Procedure and timeline for requesting the service

When requesting freight paths, using the ASTRO-IF application or the ePIR portal system in the case of short-notice requests, the RU shall specify which paths are for the transport of dangerous goods.

Formalisation

The making available of the facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.4.4 Services for exceptional transports

Description of service

The service consists in:

- scheduling exceptional transports and issuing the relevant operation authorisations;
- monitoring exceptional transports and, where necessary, providing a technical escort to the services with RFI personnel;
- any necessary operations for adjusting the infrastructure to enable the operation of special trains.

Procedure and timeline for requesting the service

If the RU intends to make an exceptional transport, in terms of its excess weight or loading gauge, compared to the network performance specifications specified in the ePIR portal, it must request from RFI an authorisation for exceptional transport.

The train path request, in connection with the exceptional transport, must be made downstream from the issue of the authorisation by RFI.

Rights and obligations of the IM and RU

The RU holding an authorisation for exceptional transport shall comply with the specification requirements/restrictions from the origin to the destination of the path concerned and abide by the applicable regulations and provisions.

Formalisation

The service is formalised by means of the issuing, by RFI, of an authorisation to the requesting RU, for making identical transports with origin/destination in intermediate stations located in the areas crossed by the authorised route.

5.4.5 Marshalling services (updated in December 2019)

The marshalling service shall be provided:

- by RFI at the following facilities: Brennero, Tarvisio Boscoverde, Villa Opicina, Domo II, Villa S. Giovanni, Messina²;
- by a Single Operator (SiOp) at the facilities shown in Table 5.1; the names of the SiOp shall be updated at the outcome of the selection process, in accordance with the procedures set out in the ART Resolution no. 130/2019
- by Self-marshalling at the facilities shown in the ePIR portal.

Tabella 5.1

Facility	Single Operator
Bari Lamasinata	Terminali Italia S.r.l
Bologna Interporto	Terminali Italia S.r.l.
Castelguelfo	Mercitalia Shunting & Terminal S.r.l.
Livorno Calambrone	Mercitalia Rail S.r.l
Melzo Scalo	Oceanogate Italia S.r.l.
Milano Smistamento (terminal FS Logistica)	Mercitalia Shunting & Terminal S.r.l.
Nodo di La Spezia (La Spezia Marittima La Spezia Migliarina S. Stefano di Magra)	La Spezia Shunting Railways S.p.A.
Novara Boschetto (CIM)	Eurogateway S.r.l.
Padova Interporto	Interporto Padova S.p.A.
Piacenza	Terminal Piacenza Intermodale S.r.l.
Ravenna	ATI Mercitalia Shunting & Terminal S.r.l. e Dinazzano Po S.p.A
Trieste Campo Marzio	Adriafer S.r.l.
Venezia Marghera Scalo	Esercizio Raccordi Ferroviari di Porto Marghera S.p.A.
Verona Quadrante Europa	Contratto di rete RILVE Terminali Italia S.r.l. e Quadrante Servizi S.r.l.

5.4.6 Assistance to passengers with reduced mobility (PRM), in accordance with Regulation (EC) No. 1371/2007

Description of service

This service comprises the following, in respect of the facilities set out in the ePIR portal: PRM are received and assisted at the station by attendants and accompanied to their seat on the train, at the arrival station they are then helped to alight from the train and either accompanied to the station exit or to a corresponding train, also by providing

² RFI, pursuant to the provisions of measure 12.5 of ART resolution no.130/19, has submitted a proposal for the adoption of an organisational model for the switching service in border stations to the Authority, aimed at the introduction of the self-service regime. ART, with a note dated November 28, 2019 (prot. 15476/2019) informed RFI that it considers it necessary to submit the aforementioned proposal in consultation with the stakeholders and to maintain the current organisational model, foreseen in the 2020 NS, until the preliminary findings are reported

wheelchairs for this purpose. Disabled persons in a wheelchair, or persons with clear walking difficulties, will be helped to get on/off the train, on request, by means of a wheelchair access lift.

RFI also provides the characteristics of accessibility for PRM, at its stations/stops, in its website.

Location of service

The service is provided at the facilities belonging to the Sale Blu network, as shown in the RFI website or the ePIR portal. The latter also features the major investments made to upgrade them to the STI-PRM-2014 standard.

Procedure and timeline for requesting the service

The PRM assistance service must be booked in advance by the persons concerned from the RU or directly from the Sala Blu service of RFI, as specified in the relevant operational procedures and, in any case, consistently with the provisions set out in Regulation CE 1371/2007, and can be consulted at RFI's website, www.rfi.it>Stazioni>Accessibilità stazioni

The RU must notify the booking received from the disabled person to RFI through the online system made available by RFI, following the instructions. RFI shall then either confirm or refuse the service, in which latter case the refusal must be motivated.

Subject to the prior assessment of technical feasibility by the IM, the RU may also request the following services:

- the manning of a facility in connection with any significant events, in a predetermined time slot, where PRM may be assisted even without prior notice;
- ad hoc services at facilities not included in the Sale Blu network;
- the transfer of wheelchair access lifts between facilities, regardless of whether or not they are included in the said network;
- extra night services, during the closing hours of the Sale Blu, at the Sale Blu network facilities specifically indicated in the ePIR portal, with the use of wheelchair access lifts carried out by a single operator.

In the above cases, the first three services must be requested with at least 72 hours notice, while the night service must be requested at least 150 minutes notice.

Rights and obligations of the IM and RU

RFI is committed to attaining a level of customer satisfaction of at least 90%. The IM monitors this index on the basis of customer satisfaction surveys at the stations.

In the case of stations not included in the network shown in the ePIR portal, where PRM may access the trains directly, the RU may require the registration of the PRM in order to collect information on the suitability of the rolling stock to carry PRM.

The cancellation of any scheduled services for reasons attributable to the passenger or the RU, including the deterioration of the rolling stock, shall be notified by the RU to the competent Sala Blu within the following deadlines³:

- services requiring at least 12 hours' notice, within 150 minutes prior to the departure/arrival of the train;
- services requiring at least 1 hour's notice, within 60 minutes prior to the departure/arrival of the train.

Otherwise, the services shall be deemed to have been returned.

Formalisation

The RU, after concluding the access contract, may request RFI to provide the above services in accordance with the procedures referred to herein.

5.4.7 Parking

Description of service

This service consists in powering the train systems, by means of a contact pantograph, for a period of time of 1 and a half or more hours (1 h 30 min), featuring the activation of the "parking" mode.

³ The notice required for the services is shown in the ePIR portal and the website of RFI at Accessibilità stazioni>Il servizio di assistenza e le SALE BLU.

Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- at least 1 track from among the rolling stock parking and goods storage areas;
- electricity supply;
- lighting system of the common areas
- access to workers and vehicles

Location of service

RFI offers the service at all the facilities where parking is permitted (according to the procedure in paragraph 5.3.4) equipped with an overhead contact line, except for facilities concerned by scheduled maintenance activities or subject to environmental and/or technical limitations.

Rights and obligations of the IM and RU

The RU interested in this service must ensure that it will comply with the applicable technical and environmental regulations and standards, as provided in the operating procedures notified to the RUs by RFI (Direzione Tecnica, reg. no. DTC\AO011|P\2016|0000985) supplying the requisite documents to RFI. RFI shall then reserve the right to notify to the RU any temporary suspensions or interruptions of the service due to intervening maintenance requirements and/or accidental events (e.g., the interruption of the power supply to the overhead contact line) or the need to verify compliance with the applicable environmental regulations.

Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.4.8 Fast-track

Description of service

The service consists in making available an exclusive “fast track” gate for accessing platforms, in addition to the gates already used for ordinary security and ticket controls, with dedicated staff and utilities that are functional to the delivery of the service.

This service is only provided at stations with a paid area and gates for platform access, safeguarding the full functionality of the gates for passenger access to platforms.

Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- dedicated staff for access controls;
- preparation of the electrical system
- preparation of data transmission connection

Requests relating to the time slot after the one in effect, as well as requests made during the time slot must be received in the manner described on the RFI website <http://www.rfi.it/rfi/SERVIZI-E-MERCATO/Accesso-alla-rete/Richiesta-tracce-orario-e-servizi>

Procedure and timeline for requesting the service

This service may be requested to RFI – Direzione Commerciale ed Esercizio Rete at any time. The RU shall indicate to and share with the IM, in connection with the request, or 30 days before, in the case any changes are needed during the working timetable period, the types of passengers authorised to use the platform access gates and the procedures for their identification.

Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

5.5 ANCILLARY SERVICES

Having regard to the services in paragraph 5.2.1, letter d), RFI (in the capacity of Service Operator), at the request of the RU, may provide the services, according to the following rules:

5.5.1 Access to the GSM-R telecommunications network for ground-to-train communication services

Description of service

This service consists in access to the radio network for voice communications and data transmission, in connection with the train services, maintenance operations, operating management, activities at the freight and passenger stations and terminals, command and control of train services, diagnostic control and supervision of the rolling stock.

Location of service

The GSM-R network cover is shown in the ePIR portal.

Procedure and timeline for requesting the service

Requests for the service by the RUs must be made together with the train path requests, in connection with the conclusion of the first access contract, and are preliminary to the circulation of the trains on the national rail infrastructure.

Access to the GSM-R infrastructure is tacitly approved for the following access contracts.

Rights and obligations of the IM and RU

The service shall be regulated by article 6 of the Contract (cf. Annex 1 to Section 2) and by the General Terms and Conditions of Contract of the GSM-R service available in the ePIR portal.

Formalisation

The service shall be formalised by means of an ad hoc agreement entered into by RFI and the RU.

5.5.2 Provision of additional information

Passenger announcements and notices

Description of service

In addition to the information included in the minimum access package (see technical schedule 6 to the DM 43T/2000, as subsequently amended and supplemented), on the RU's request the IM shall also provide:

- a) the further information set out in the Loudspeaker Announcement Manual (MAS – Manuale degli annunci sonori);
- b) information relating to the services provided by the RU.

Location of service

The service is provided at all the stations and stops managed by RFI.

Procedure and timeline for requesting the service

The requests in a) above, which require at least 30 days notice, shall be governed by the MAS, the "Procedure for loudspeaker announcements requested by the RU or other parties" and the procedure for "Managing communications in the case of scheduled changes to train services and other special events" – posted on the website of the IM at www.rfi.it > **Notizie e documenti** > **Informazioni al pubblico** > **Manuale degli Annunci Sonori**.

Any requests made with regard to b) above must be received by RFI at least 5 working days before, at the dedicated email address (SCS.annunci@rfi.it) complete with the following specifications:

- the text of the requested announcement (for a maximum of 300 characters, including spaces), based on the semantic rules set out in the MAS;
- a list of the facilities at which the announcement must be made;
- the frequency of the announcement.

After approval of the announcements by RFI, their broadcasting shall be reported at the rates provided in 6.3.4.1.

Rights and obligations of the IM and RU

The IM and RU must comply with the rules contained in the MAS.

Formalisation

The RU, after concluding the access contract, may request RFI to provide the above services in accordance with the procedures referred to herein.

Information services

Description of service

On the RU's request, and with reference to its own train traffic, RFI shall provide, at the terms and conditions set out in 6.3.4.1, further access to the various modules of the information system (PIC WEB) and to the Hazards Database indicated in paragraph 5.2.6, besides the modules included in the following minimum access package:

- **PIC WEB IF** (Scheduling, Real Time, Real Time "Traingraph", Production Control, Production Control – Client Profile, Reporting, Operational Management Back End modules);
- **PICWEB – OPE7 Profile;**
- **PICWEB – OPE8 Profile;**
- **PIC ARRIVALS AND DEPARTURES;**
- **RETE BLU.**

Furthermore, the IM also provides access to the following information systems, at the conditions provided in paragraph 6.3.4.1:

PIC IF Back End – Data publication: supply of all the RU's train traffic data, in a mode that enables the RU to import and use the data in its own systems.

Procedure and timeline for requesting the service

The service may be requested at any time via the RFI applications portal at the IM's website www.rfi.it > **Sicurezza e innovazione** > **Tecnologie** > **I&C Technology**.

Rights and obligations of the IM and RU

RFI does not accept responsibility for any delays, bad operation, suspension and/or interruption of the supply of the services due to: i) force majeure causes or acts of god; ii) tampering with or interventions on the services or equipment by the RU or other unauthorised third parties; iii) the mistaken use of the services by the RU; iv) the malfunctioning of the connecting equipment, the use of incompatible tools and/or software by the RU.

The RU and RFI undertake to keep strictly confidential any data and information acquired in connection with the use of the information systems, except as otherwise provided by the applicable regulations, and to use them solely for the prescribed reasons.

Formalisation

The RU, after concluding the access contract, may request RFI to provide the above services in accordance with the procedures referred to herein.

5.5.3 Technical inspection of the rolling stock

RFI does not provide technical inspection services for the rolling stock.

5.5.4 Ticketing services in passenger stations

RFI does not provide ticketing services in passenger stations. Regarding the making available of ticket offices/information desks in the passenger stations, reference must be made to par. 5.3.1.1.

5.5.5 Specialised heavy maintenance services

RFI does not provide specialised heavy maintenance services for high-speed trains or other types of trains that require specialised facilities.

5.6 GUARANTEE SCHEME OF MINIMUM QUALITY LEVEL FOR THE SERVICES PROVIDED (POINT.4.2 ART RESOLUTION NO.130/2019) (UPDATED IN JULY 2020)

The guarantee scheme of minimum quality level for services, according to point n. 4.2 of ART Resolution n. 130/2019, is described in the methodological document available on RFI website. Detailed information on indicators, parameters, objectives and penalties for each service provided are published yearly on a specific pdf attachment on ePIR portal.

As RFI provides only the access service to certain the service facility, such services are not included in the guarantee scheme (except for Passenger Stations), therefore the schemes applies only to the following services:

- Passenger Stations;
- Clearing of infrastructure with equipped emergency cars
- Traction current
- Services for exceptional transports;
- Marshalling operations;
- Assistance to passengers with reduced mobility (PRM)
- Fast Track
- Supply of additional information;
- Access to GSM-R telecommunications network.

ANNEXES TO SECTION 5

Annex 1 to Section 5

STANDARD FORM OF LEASE FOR RENTING RETAIL SPACE FOR SELF-SERVICE TICKET MACHINES AND/OR INFORMATION DESKS AND/OR TICKET VALIDATORS AT THE STATION OF

RETE FERROVIARIA ITALIANA – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company” managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15, with registered office at Piazza della Croce Rossa 1, 00161 Rome, Fiscal Code and Companies’ Registry of Rome No. 01585570581, R.E.A. no. 758300, VAT registration number 01008081000, hereinafter also referred to as “RFI”, represented by born in on, acting in his/her capacity as....., by virtue of the powers vested in him/her under the (*specify the details of the power vesting document in accordance with Italian practice, namely, the notarial details such as the so-called “repertorio” and “rogito” numbers*), and

....., with registered office at, tax identification no., VAT registration no., and the Companies’ Registry registration no., REA no. - hereinafter also referred to as the “RU”, represented by born in on, acting in his/her capacity as, by virtue of the powers vested in him/her under the dated notarial file no.

Hereinafter also referred to individually as the "Party" and jointly as the "Parties".

Recitals:

- a) The RU and RFI have entered into [...] a Framework Agreement / Access Contract registered with file no. [] in the Repository of RFI agreements, (hereafter referred to as the “Agreement” [*which refers to either a Framework Agreement or a network Access Contract*]), concerning the rail infrastructure capacity / [access to and use of the rail infrastructure] valid until [...].
- a1) [On [...], the RU submitted a request for railway capacity, in accordance with the rules laid down in the NS]⁴.
- b) b) On [....], the RU requested ___ retail space(s) at the station of [....], from RFI, for the purpose of installing self-service ticket machines / removable information desks / ticket validators.
- c) RFI is the owner and commercial manager of the railway station of [....].
- d) The NS contains the "Procedure for the allocation of retail spaces for self-service ticket machines and information desks (hereinafter referred to as the "Procedure")", consistently with which the Parties have agreed to an appropriate solution capable of meeting the RU’s needs.
- e) The Parties desire to enter into a Lease Agreement (hereinafter the "Lease"), under which RFI rents out to the RU the retail spaces better detailed hereunder.
- f) The Parties acknowledge and mutually agree that the said spaces shall be used exclusively for transport-related activities.

NOW THEREFORE the Parties hereby covenant and agree as follows:

Article 1

RECITALS AND ATTACHMENTS

The recitals above and the documents referred to herein, regardless of whether or not they are attached hereto, are made an integral and essential part hereof and incorporated herein by reference.

⁴ This recital is alternative to recital a) and should be introduced only if the RU has not yet concluded either a Framework Agreement or infrastructure Access Contract, but has presented a request for rail capacity.

Article 2

SCOPE

RFI hereby rents to the RU, which accepts, the retail spaces owned by RFI and located inside the train station of [] -, (hereinafter referred to collectively as the "**Spaces**"), registered at the Land and Property Registry (Catasto Fabbricati), sheet, parcel(s), with a total area of m2, so that the RU may install [...] (*specify the number in full*) self-service ticket vending machines (hereinafter referred to as the "**Ticket machines**"), and / or [...] (*specify the number in full*) removable information desks (hereinafter referred to as the "**Desks**"), and / or [...] (*specify the number in full*) Ticket Validators.

The total area of the Spaces herein is specified in Annex 1, which also contains a map of the station showing the position of each Ticket Machine and/or Desk and/or Ticket Validator.

The Spaces are accepted by the RU in their condition "as is" and the RU acknowledges that they are suitable for their intended use.

The technical characteristics of the Ticket machines / Desks / Ticket Validators herein are described in Annex 2 hereto, as developed under the responsibility of or by a specialist company, on behalf of the RU.

The Parties mutually agree that the scope hereof is strictly related to the transport operations carried out by the RU and is, therefore, ancillary and related to the Agreement, as a result of which Law 392/78 shall not apply.

[The Parties mutually agree that the scope hereof is strictly related to the transport operations the RU intends to provide by concluding the Access Contract, to which the effectiveness of this Lease is subordinated and to which this Lease is attached as an ancillary and related document, as a result of which Law 392/78 shall not apply.]⁵

Article 3

TERM

This Lease shall enter into effect on [] and expire on [], which is the same expiry date of the Agreement.

This Lease shall be automatically renewed each time a new extension to the Agreement is agreed to.

This Lease shall not be renewed if the RU notifies RFI – by registered letter with proof of receipt, or alternatively by certified email, at least [*4 months in the case of an Access Contract and 6 months in the case of a Framework Agreement*] months prior to the expiry date – that it does not intend to renew the contract. In this case, no charges will be applied to the RU, as a result simply of its notice of termination.

The Parties understand that, in view of the ancillary nature of the Lease, in the event of the termination of the Agreement for any reason, this Lease shall also be terminated forthwith and the RU shall be required to surrender the Spaces as provided for in article 7 below.

Article 4

USE OF SPACES – NO SUBLETTING

The RU undertakes not to temporarily, partially or otherwise change the intended use of the Spaces. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU is expressly prohibited from subletting the Spaces, in whole or in part.

The Parties acknowledge that the RU undertakes full responsibility towards RFI for any damage and / or injuries to its employees, possible service contractors and third parties, in connection with the operation of this Lease.

Article 5

NO ASSIGNMENT

The RU undertakes not to assign this Lease, in whole or in part. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU must give prior consent to the assignment of this Lease, pursuant to articles 1406 and 1407 of the Civil Code.

Article 6

RENT – TERMS AND CONDITIONS OF PAYMENT

The Rent payable for the Spaces herein totals € [...], plus VAT, of which:

€ [...] for the Ticket machines;

⁵ Alternative clause to the preceding paragraph, to be included only if the RU has concluded neither a Framework Agreement nor an Access Contract.

€ [...] for the Desks; and

€ [...] for the Ticket Validators.

The annual rent, including the other charges related to the operation of the common parts of the station facility, shall be paid by the RU – running from the effective date of the contract – in four quarterly instalments, in advance, falling due 30 days after the date of the relevant rental invoice. RFI shall send the relevant invoices to the RU, by certified or ordinary email, within 5 days from the issue thereof.

The amount is determined based on the area of the Spaces and the charges indicated in the current NS at the date of signing of the Contract and, therefore, may be updated during the period of performance of the present agreement, consistently with the applicable regulations and any other measures on the matter issued by the Transport Regulation Authority.

Where the first instalment does not cover a full calendar quarter, the RU shall pay a proportion of the rent based on the number of days of use of the Spaces, which amount shall be included in the rental invoice for the following quarter.

Default interest will be calculated in accordance with art. 5 of Legislative Decree 231/2002.

Article 7

SURRENDER OF THE SPACES – IMPROVEMENTS AND ADDITIONS

Upon termination of the Lease, for whatever reason, the RU undertakes to surrender the Spaces within 10 (days) from the date of termination, in the same conditions in which they were received.

In the case of delay in surrendering the Spaces, the RU will be required to pay a penalty, on top of the agreed rent, equal to five (5) times the rent per day of delay.

In the event of improvement works and additions made to the Spaces by the RU, during the term of the Lease, even with RFI's consent and / or tolerance, the latter may, at the termination hereof and at its sole discretion, either request the RU to restore the Spaces to their original condition or maintain the alterations made.

In any case, the RU undertakes not to make any claims for compensation or reimbursement, even in the event of early termination, with respect thereto.

Article 8

WITHDRAWAL

The RU is entitled to withdraw at any time from this Lease, by giving at least 6 months notice to RFI, to this effect, by registered letter with proof of receipt, or alternatively certified email. The RU shall be required to pay to RFI the consideration due until the effective date of the withdrawal.

Article 9

INSPECTION

The RU undertakes, during the term hereof, to allow any persons employed or appointed by RFI to inspect the Spaces, at any time and with adequate notice, in order to verify whether the Spaces are used for their intended purpose, and to check the RU's compliance with the obligations required by law or this Lease. It is understood that the inspections shall be conducted in such a manner as not to interfere with the operation of the Spaces.

Article 10

FITTING OUT AND MAINTENANCE

The Spaces are rented out in the condition "as is"; the expenses for any adjustments or upgrading, to ensure compliance with the applicable regulations, and / or adaptation to the intended use and / or ordinary maintenance shall be incurred exclusively by RFI, except for the works that may be requested by the RU for any specific needs it may have, to which, instead, the provisions in article 7 above shall apply.

The extraordinary maintenance of the Spaces shall be carried out under the responsibility and at the expense of RFI.

If the Spaces cannot be operated, for reasons dependent on RFI, the latter undertakes - within 24 hours from receiving a notice to this effect from the RU - to take the necessary measures for making the Spaces fully operable once again. However, if the Spaces are inoperable for a prolonged period of time, RFI undertakes to make every effort to provide the RU with other equally suitable spaces.

Article 11

RELOCATION OF OR CHANGES TO THE LEASED SPACES

The RU, being fully aware of the special location of the Spaces on the station premises, understands and agrees that RFI may be obliged to temporarily or permanently move the Ticket machines, or request their provisional deactivation, in

connection with any requalification, refurbishment or maintenance projects, or simply with any special rail operations. In these cases, RFI shall notify the RU, with at least 5 days' notice, with regard to the period of deactivation and / or any alternative temporary or permanent location for the Ticket machines, which will therefore be moved under the responsibility and at the expense of RFI to another equally suitable position.

In particular, RFI may request the RU, without the latter being entitled to any compensation, indemnification and / or claim, to accept the relocation of the Ticket machines and / or Desks and/or Ticket Validators, albeit in accordance with the principle of equal visibility and accessibility by passengers and with the Procedure, if the relocation becomes necessary, as a result of the rearrangement of or changes to the station premises or layout.

RFI, in order to meet any requests received from other train operators, and in compliance with the Procedure, may also reduce the area of the Spaces herein, even during the term hereof, without this entitling the RU to any compensation, indemnification and / or claim, except with regard to rent adjustments.

It is understood that, in the event of any permanent changes to the perimeter of the Spaces, the Parties shall mutually agree to amend and replace Annex 1 to the Lease.

Article 12

COSTS FOR UTILITIES AND SERVICES

The RU shall incur any utility and service costs relating to the Spaces (e.g. electricity, telephone, etc. bills), consistently with the needs and precautions related to the railway station in which the Spaces are located.

The RU, at RFI's request, shall disconnect the utilities (electricity, telephone, etc. lines), under its own responsibility and at its own expense, and in accordance with the instructions received from RFI, and shall comply with the necessary formalities for requesting waste collection by the competent local authorities and pay the relevant fees.

RFI accepts no liability for the interruption of the utility and other services above, for reasons beyond its control.

Article 13

PERFORMANCE BOND AND SECURITY DEPOSIT

Within 30 (thirty) days from the execution hereof, the RU shall provide a performance bond, issued by a bank or insurance company, for the amount of € (*amount written out in full*) [based on the value of a contract quarter, including VAT], to secure all its obligations hereunder, including the payment of the applicable penalties, which performance bond shall be enforceable on demand, with no exceptions whatsoever and unconditionally, and taken out with a prime company, approved by RFI, and shall be blocked and unconditionally in favour of RFI and valid until the 180th day after the expiry of the Lease, providing for the explicit waiver, by the guarantor, to enforce paragraphs 2 and 3 article 1957 of the Civil Code, as well as the derogation of articles 1944(2) and 1945 of the Civil Code.

Regardless of the term hereof, the RU may decide to take out the performance bond, as stated in the preceding paragraph, for a term of one year. In this case, however, the bond must necessarily contain a tacit renewal clause. The RU, in the event the bond is terminated by the issuing bank, shall notify to RFI to this effect and shall take out a similar bond, no later than 30 days after the termination of the previous bond, with a term until 180 days after the contract expiry date, otherwise the contract shall be terminated forthwith, in pursuance of article 1456 of the Civil Code, at the RU's expense.

The performance bond may be released, subject to prior authorisation by RFI in writing, to the issuing bank, as soon as all the obligations of any kind between the Parties, in connection with this Lease, have been fulfilled, and no damage, or possible causes of damage, by the RU, its employees or any third parties for which the RU is responsible, found.

RFI has the right to enforce the performance bond, in the event of any failures by the RU and with respect to its obligations hereunder. In these cases, the RU, within thirty (30) days from the enforcement, shall be required to restore the performance bond to its original amount, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code

The RU, should this Lease be renewed, shall also extend and / or restore the performance bond to its original amount, within 30 days from the date of expiry of the first term of the contract, until the 180th day following the new expiry date, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code.

In place of the constitution of a bank or insurance surety, to guarantee all the obligations assumed with the Contract, RU has the right to choose the payment a sum equal to three monthly instalments of the annual fee including VAT, within 30 days from the signing of the Contract, as a security deposit (hereinafter Deposit). The Deposit must be paid by RU to RFI by bank transfer to the following IBAN _____.

RFI, with the signing of the Contract, will issue RU a receipt of the Deposit received.

RFI has the right to make use of the Deposit from time to time for any case of non-compliance of the RU with the obligations assumed with the Contract. In such cases, RU, within 30 (thirty) days of requisition, must, under penalty of legal termination pursuant to art. 1456 cc of the Contract, to replenish the Deposit.

RFI, upon termination of the Contract for any reason, except for the cases referred to in the following art. 17 (Termination), will be required to return the amount deposited as a security to RU within and no later than 30 (thirty) days.

Article 14 **RU'S OBLIGATIONS**

The RU undertakes to keep the Spaces in excellent condition and to abide by and enforce the applicable safety and damage, accident and fire prevention and environmental protection regulations, as well as the health and safety at work and all other applicable regulations, also undertaking to ensure the efficiency of the relevant systems and to comply with all the requirements laid down by the public authorities, exempting RFI from any liability for which it is not directly responsible. The RU shall be required to fully comply with all the applicable regulatory formalities, under its own responsibility and at his own expense, and must, if necessary, contact the competent RFI officers, in relation to the observance thereof.

If the RU needs to replace or remove one or more Ticket machines / Desks/Ticket Validators, it must give at least 30 days' notice, in writing, to RFI.

The rent due hereunder shall then be adjusted by RFI in the rental invoice for the following quarter, with effect from the date of any actual changes in the number or size of the Spaces.

Article 15 **RFI'S OBLIGATIONS**

Effective from the execution of this Lease, RFI undertakes to ensure the safety coordination of any works for the adaptation of the Spaces carried out by RFI and the RU (or a contractor appointed by the RU).

Article 16 **HOLD HARMLESS CLAUSE - INSURANCE**

The RU, in accordance with Article 2051 of the Civil Code, is responsible for any damage to the Spaces, or the areas in which the Ticket machines and / or Desks and/or Ticket Validators are located. In particular, the RU is liable for the damage and injuries caused in connection with the performance hereof.

The RU undertakes to hold RFI harmless from and against any claims or legal actions by third parties, in connection with the operation of the Spaces. The RU is responsible toward both RFI and any third parties for any abuse or neglect in the use of the Spaces and related facilities.

RFI accepts no obligations in relation to the safe custody of the Ticket machines and / or Desks and/or Ticket Validators installed and operated by the RU in the Spaces, nor does it accept responsibility for any damage thereto, or to any other installations belonging to the RU, as a result of acts of vandalism, sabotage, theft or other actions by third parties.

The RU is required to provide the following insurance policies, for the entire term of the Lease and taking effect at the start of the works for fitting out the Spaces, with a prime insurance company, prior to the start of the said works, and shall send a copy thereof to RFI:

- a) a fire insurance policy covering the property located in the Spaces, based on the actual value of the property and its contents. This cover shall be extended to include any damage to the Spaces and RFI for a maximum sum, per event, of € [to be determined depending on the location and the Spaces and the station] (amount written out in full), as well as to any "neighbours", for a maximum sum, per event, of € _____ [to be determined depending on the location and the Spaces and the station] (amount written out in full);
- b) a third party liability policy (RCT) covering all the risks associated with the operation of the Spaces, as provided for herein, for a maximum sum, per event, of € 3,000,000 (three million euros).

Alternatively to taking out a new insurance policy, the RU may produce a copy of the extension of an existing insurance policy, provided that it explicitly envisages a cover for the damage referred to herein, in any case subject to a broader and preventive assessment of the policy by RFI.

Article 17 **TERMINATION**

Subject to the general provisions of the Civil Code (article 1453 et seq. of the Civil Code), or other contract provisions, and in any case without prejudice to the right to compensation, RFI reserves the right to terminate this Lease forthwith, in whole or in part, in pursuance of article 1456 of the Civil Code, without the need for prior and formal notice to this effect, simply by means of a letter with proof of receipt, in any of the following cases:

- the violation of the applicable anti-mafia regulations and the filing of actions and / or legal proceedings under the applicable anti-mafia regulations, against the legal representatives and directors of the RU;
- any serious breaches of the law;

- the failure by the RU to pay the amounts due within the established deadlines;
 - the illegal subletting of the Spaces or the total and / or partial assignment of this Lease, in any way;
 - any changes to the use of the Spaces, or violation of the obligations under articles 4, 5, 9, 13, 16 and 21 hereof;
 - the failure to provide the performance bond or restore it to its original amount, in accordance with article 13 above;
 - if the RU ceases to operate as a railway undertaking, for any reason;
 - the issuing, by a court of law, of a final judgment against the RU, or one or more of its directors, for breach of the regulations governing the responsibilities of corporations, pursuant to Legislative Decree 231/2001, as amended.
- In all the above cases, the RU must surrender the Spaces herein, without any right to compensation or damages, and free of any persons or property, within fifteen (15) days from receiving RFI's notice of its decision to terminate this Lease. Article 7 hereof shall apply in the event of any delays in surrendering the Spaces.

Article 18
JURISDICTION

The Parties agree that any disputes arising out of or in connection with this Lease shall be exclusively referred for settlement to the Court having jurisdiction over the area where the Spaces are located.

Article 19
SERVICE ADDRESS

The service address of the Parties, for all administrative, fiscal and judicial purposes are, respectively:

RFI S.p.A.
Rome - Piazza della Croce Rossa 1.

RU:

Article 20
LEASE CONCLUSION EXPENSES

The expenses incurred in connection with the conclusion of this Lease shall be charged to the RU, including any post office expenses and costs for making photocopies of this Lease and its attachments. With regard to the rules governing the application of value added tax, the rent herein is subject to VAT at the ordinary rate referred to in article 3 of Presidential Decree 633/1972; consequently, this Lease shall be registered only if the Spaces are used in accordance with article 5 of Presidential Decree 131/1986.

Article 21
TRANSPARENCY AND CODE OF ETHICS

The RU, expressly and irrevocably:

- a) represents and warrants that this Lease was not concluded as a result of any mediation or other activities by third parties;
- b) represents and warrants that it has not paid or promised to pay anyone, directly or through its subsidiaries or associated companies, any sums and / or other fees for mediation activities or the like and, in any case, aimed at facilitating the conclusion hereof;
- c) undertakes not to pay any sums directly or indirectly intended to facilitate and / or minimise the costs associated with the implementation and / or management hereof, with respect to the obligations undertaken herein, or to perform any actions otherwise aimed at achieving the same purpose.

The RU expressly acknowledges that it is aware of the provisions of the Code of Ethics adopted by the Ferrovie dello Stato Italiano Group, which can be consulted at www.fsitaliane.it, for the purpose of adapting its behaviour, as far as possible, to the principles set out therein. The IM expressly represents and warrants that it is well aware of the requirements set out in the RU's Code of Ethics, which is available for consultation at (website address), for the purpose of acting consistently, where compatible, with the criteria set out therein.

ARTICLE 22

Personal data protection

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Article 23

ATTACHMENTS

The following attachments are made an integral and substantial part of this Lease and incorporated herein by reference:

1 - Description and layout of the Spaces;

2 - Technical characteristics of the Ticket machines / Desks / Ticket Validators;

3 - [...].

For RFI S.p.A.

For the RU

STANDARD FORM OF LEASE FOR RENTING TICKET OFFICE/CUSTOMER RECEPTION PREMISES AT THE STATION OF

RETE FERROVIARIA ITALIANA – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company” managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15, with registered office at Piazza della Croce Rossa 1, 00161 Rome, Fiscal Code and Companies’ Registry of Rome No. 01585570581, R.E.A. no. 758300, VAT registration number 01008081000, hereinafter also referred to as “RFI”, represented by born in on, acting in his/her capacity as....., by virtue of the powers vested in him/her under the (*specify the details of the power vesting document in accordance with Italian practice, namely, the notarial details such as the so-called “repertorio” and “rogito” numbers*),

and

....., with registered office at, tax identification no., VAT registration no., and the Companies’ Registry registration no., REA no. - hereinafter also referred to as the “RU”, represented by born in on, acting in his/her capacity as, by virtue of the powers vested in him/her under the dated notarial file no.

Hereinafter also referred to individually as the "Party" and jointly as the "Parties".

Recitals:

- a) The RU and RFI have entered into [...] a Framework Agreement / Access Contract registered with file no. [] in the Repository of RFI agreements, (hereafter referred to as the “Agreement” [*which refers to either a Framework Agreement or a network Access Contract*]), concerning the rail infrastructure capacity / [access to and use of the rail infrastructure] valid until [...].
- a1) [On [...], the RU submitted a request for railway capacity, in accordance with the rules laid down in the NS]⁶.
- b) On [...], the RU requested the use of retail premises at the station of [...], from RFI, for the purpose of opening a ticket office [and/or customer assistance/reception] therein.
- c) RFI is the owner and commercial manager of the railway station of [...].
- d) The RFI website features the "Procedure for the allocation of premises for staff-operated ticket offices and customer reception and assistance".
- e) The Parties have agreed to an appropriate solution capable of meeting the RU’s requests, in accordance with the above mentioned Procedure.
- f) The Parties therefore desire to enter into a Lease Agreement (hereinafter the "Lease"), under which RFI rents out to the RU the premises better detailed hereunder.
- g) The Parties acknowledge and mutually agree that the said premises shall be used exclusively for transport-related activities.

NOW THEREFORE the Parties hereby covenant and agree as follows:

Article 1

RECITALS AND ATTACHMENTS

The recitals above and the documents referred to herein, regardless of whether or not they are attached hereto, are made an integral and essential part hereof and incorporated herein by reference.

Article 2

SCOPE

⁶ This recital is alternative to recital a) and should be introduced only if the RU has not yet concluded either a Framework Agreement or infrastructure Access Contract, but has presented a request for rail capacity.

RFI hereby rents to the RU, which accepts, the retail premises owned by RFI and located inside the train station of [] - registered with the relevant Land Registry of [.....], on map [.....], parcel [.....], for a total area of [.....] square metres, as better detailed in annex 1 hereto (hereinafter the "Premises"), which the RU shall use as a staff-operated ticket office [and/or for providing passenger assistance/reception]. The Premises are accepted by the RU in their condition "as is" and the RU acknowledges that they are suitable for their intended purpose.

The Parties mutually agree that the scope hereof is strictly related to the transport operations carried out by the RU and is, therefore, ancillary and related to the Agreement, as a result of which Law 392/78 shall not apply.

[The Parties mutually agree that the scope hereof is strictly related to the transport operations the RU intends to provide by concluding the Access Contract, to which the effectiveness of this Lease is subordinated and to which this Lease is attached as an ancillary and related document, as a result of which Law 392/78 shall not apply.]⁷

Article 3

TERM

This Lease shall enter into effect on [] and expire on [], which is the same expiry date of the Agreement.

This Lease shall be automatically renewed each time a new extension to the Agreement is agreed to.

This Lease shall not be renewed if the RU notifies RFI – by registered letter with proof of receipt or certified email, at least *[4 months in the case of an Access Contract and 6 months in the case of a Framework Agreement]* months prior to the expiry date – that it does not intend to renew the contract. In this case, no charges will be applied to the RU, as a result simply of its notice of termination.

The Parties understand that, in view of the ancillary nature of the Lease, in the event of the termination of the Agreement for any reason, this Lease shall also be terminated forthwith and the RU shall be required to surrender the Premises as provided for in article 7 below.

Article 4

USE OF PREMISES – NO SUBLETTING

The RU undertakes not to temporarily, partially or otherwise change the intended use of the Premises. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU is expressly prohibited from subletting the Premises, in whole or in part.

The Parties acknowledge that the RU undertakes full responsibility towards RFI for any damage and / or injuries to its employees, possible service contractors and third parties, in connection with the operation of this Lease.

Article 5

NO ASSIGNMENT

The RU undertakes not to assign this Lease, in whole or in part. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU must give prior consent to the assignment of this Lease, pursuant to articles 1406 and 1407 of the Civil Code.

Article 6

RENT – TERMS AND CONDITIONS OF PAYMENT

The annual rent for this Contract is € [.....], plus VAT, includes the other charges related to the operation of the common parts of the station.

The rent shall be paid by the RU – running from the effective date of the contract – in four quarterly instalments, in advance, falling due 30 days after the date of the relevant rental invoice. RFI shall send the relevant invoices to the RU, by certified or ordinary email, within 5 days from the issue thereof.

The amount is determined based on the area of the Spaces and the charges indicated in the current NS at the date of signing of the Contract and, therefore, may be updated during the period of performance of the present agreement, consistently with the applicable regulations and any other measures on the matter issued by the Transport Regulation Authority.

Where the first instalment does not cover a full calendar quarter, the RU shall pay a proportion of the rent based on the number of days of use of the Spaces, which amount shall be included in the rental invoice for the following quarter.

Default interest will be calculated in accordance with art. 5 of Legislative Decree 231/2002.

Article 7

SURRENDER OF THE PREMISES – IMPROVEMENTS AND ADDITIONS

⁷ Alternative clause to the preceding paragraph, to be included only if the RU has concluded neither a Framework Agreement nor an Access Contract.

Upon termination of the Lease, for whatever reason, the RU undertakes to surrender the Premises within 30 (thirty) days from the date of termination, in the same conditions in which they were received.

In the case of delay in surrendering the Premises, the RU will be required to pay a penalty, on top of the agreed rent, equal to five (5) times the rent per day of delay.

In the event of improvement works and additions made to the Premises by the RU, during the term of the Lease, even with RFI's consent and / or tolerance, the latter may, at the termination hereof and at its sole discretion, either request the RU to restore the Premises to their original condition or maintain the alterations made.

In any case, the RU undertakes not to make any claims for compensation or reimbursement, even in the event of early termination, with respect thereto.

Article 8 WITHDRAWAL

The RU is entitled to withdraw at any time from this Lease, by giving at least 6 months notice to RFI, to this effect, by registered letter with proof of receipt. In any case, the RU will be required to pay a penalty equal to the charges due for the next 6 months after the effective date of the withdrawal. Without prejudice to the payment of the consideration provided for and envisaged in the said article 6 until the actual date of withdrawal, the RU shall, in any case, pay a penalty equal to the value of 2 quarterly instalments of the consideration due or, in the event of agreement expiring before 6 months from the effective date of withdrawal, equal to the number of months before the termination of the agreement.

Article 9 INSPECTION

The RU undertakes, during the term hereof, to allow any persons employed or appointed by RFI to inspect the Premises, at any time and with adequate notice, in order to verify whether the Premises are used for their intended purpose, and to check the RU's compliance with the obligations required by law or this Lease. It is understood that the inspections shall be conducted in such a manner as not to interfere with the operation of the Premises.

Article 10 NO ADVERTISING

The RU is expressly prohibiting from putting up advertising posters or signs in the Premises, because the exploitation thereof for advertising purposes is reserved to RFI, either directly or through third parties. The RU shall only be allowed to put up posters or signs relating to the nature of the operations carried out in the Premises and the name and / or logo of the operator, as well as any communications relating to the transport services.

Article 11 MAINTENANCE

The Premises are rented out in the condition "as is"; the expenses for any adjustments or upgrading, to ensure compliance with the applicable regulations, and / or adaptation to the intended use and / or ordinary maintenance shall be incurred exclusively by RFI, except for the works that may be requested by the RU for any specific needs it may have, to which, instead, the provisions in article 7 above shall apply.

The extraordinary maintenance of the Premises shall be carried out under the responsibility and at the expense of RFI. If the Premises cannot be operated, for reasons dependent on RFI, the latter undertakes - within 24 hours from receiving a notice to this effect from the RU - to take the necessary measures for making the Premises fully operable once again. However, if the Premises are inoperable for a prolonged period of time, RFI undertakes to make every effort to provide the RU with other equally suitable premises.

Article 12 RELOCATION OF OR CHANGES TO THE LEASED PREMISES

The RU, being fully aware of the special location of the Premises at the station, understands and agrees that RFI, with a notice of 60 days in connection with any requalification, refurbishment or maintenance projects, or with a notice of 30 days in connection with any proven needs related to the rail operations, may be obliged to temporarily or permanently relocate the operations carried out in the Premises to other suitable or equivalent premises, at the cost and under the responsibility of RFI – including the costs for the preparation of and connection to the data network. The Parties agree that the RU shall not be entitled to any compensation or indemnification, in connection with the relocation of the Premises, except for the reimbursement of any expenses incurred (i) to remove the equipment and furnishings contained therein, and (ii) for fitting out the new premises.

Article 13

COSTS FOR UTILITIES AND SERVICES

The RU shall incur any utility and service costs relating to the Premises (e.g. water, electricity, telephone, gas, etc. bills), consistently with the needs and precautions related to the railway station in which the Premises are located.

The RU, at RFI's request, shall disconnect the utilities (water, electricity, telephone, gas, etc. lines), under its own responsibility and at its own expense, and in accordance with the instructions received from RFI, and shall comply with the necessary formalities for requesting waste collection by the competent local authorities and pay the relevant fees. RFI accepts no liability for the interruption of the utility and other services above, for reasons beyond its control.

Article 14

PERFORMANCE BOND

Within 30 (thirty) days from the execution hereof, the RU shall provide a performance bond, issued by a bank or insurance company, for the amount of € (*amount written out in full*) [based on the value of a contract quarter, including VAT], to secure all its obligations hereunder, including the payment of the applicable penalties, which performance bond shall be enforceable on demand, with no exceptions whatsoever and unconditionally, and taken out with a prime company, approved by RFI, and shall be blocked and unconditionally in favour of RFI and valid until the 180th day after the expiry of the Lease, providing for the explicit waiver, by the guarantor, to enforce paragraphs 2 and 3 article 1957 of the Civil Code, as well as the derogation of articles 1944(2) and 1945 of the Civil Code.

Regardless of the term hereof, the RU may decide to take out the performance bond, as stated in the preceding paragraph, for a term of one year. In this case, however, the bond must necessarily contain a tacit renewal clause. The RU, in the event the bond is terminated by the issuing bank, shall notify to RFI to this effect and shall take out a similar bond, no later than 30 days after the termination of the previous bond, with a term until 180 days after the contract expiry date, otherwise the contract shall be terminated forthwith, in pursuance of article 1456 of the Civil Code, at the RU's expense.

The performance bond may be released, subject to prior authorisation by RFI in writing, to the issuing bank, as soon as all the obligations of any kind between the Parties, in connection with this Lease, have been fulfilled, and no damage, or possible causes of damage, by the RU, its employees or any third parties for which the RU is responsible, found.

RFI has the right to enforce the performance bond, in the event of any failures by the RU and with respect to its obligations hereunder. In these cases, the RU, within thirty (30) days from the enforcement, shall be required to restore the performance bond to its original amount, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code

The RU, should this Lease be renewed, shall also extend and / or restore the performance bond to its original amount, within 30 days from the date of expiry of the first term of the contract, until the 180th day following the new expiry date, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code.

Article 15

RU'S OBLIGATIONS

The RU undertakes to keep the Premises in excellent condition and to abide by and enforce the applicable safety and damage, accident and fire prevention and environmental protection regulations, as well as the health and safety at work and all other applicable regulations, also undertaking to ensure the efficiency of the relevant systems and to comply with all the requirements laid down by the public authorities, exempting RFI from any liability for which it is not directly responsible. The RU shall be required to fully comply with all the applicable regulatory formalities, under its own responsibility and at his own expense, and must, if necessary, contact the competent RFI officers, in relation to the observance thereof.

Article 16

RFI'S OBLIGATIONS

Effective from the execution of this Lease, RFI undertakes to ensure the safety coordination of any works for the adaptation of the Premises carried out by RFI and the RU (or a contractor appointed by the RU).

Article 17

HOLD HARMLESS CLAUSE - INSURANCE

The RU, in accordance with Article 2051 of the Civil Code, is responsible for any damage to the Premises, or the areas in which the Ticket machines and / or Desks are located. In particular, the RU is liable for the damage and injuries caused in connection with the performance hereof.

The RU undertakes to hold RFI harmless from and against any claims or legal actions by third parties, in connection with the operation of the Premises. The RU is responsible toward both RFI and any third parties for any abuse or neglect in the use of the Premises and related facilities.

The RU is required to provide the following insurance policies, for the entire term of the Lease and taking effect at the start of the works for fitting out the Premises, with a prime insurance company, prior to the start of the said works, and shall send a copy thereof to RFI:

- a) a fire insurance policy covering the Premises in the railway station, based on the actual value of the property and its contents. This cover shall be extended to include any damage to the Premises and RFI for a maximum sum, per event, of € [to be determined depending on the location and the Premises and the station] (amount written out in full), as well as to any "neighbours", for a maximum sum, per event, of € _____ [to be determined depending on the location and the Premises and the station] (amount written out in full);
- b) a third party liability policy (RCT) covering all the risks associated with the operation of the Premises, as provided for herein, for a maximum sum, per event, of € 3,000,000 (three million euro).

Alternatively to taking out a new insurance policy, the RU may produce a copy of the extension of an existing insurance policy, provided that it explicitly envisages a cover for the damage referred to herein, in any case subject to a broader and preventive assessment of the policy by RFI.

Article 18 TERMINATION

Subject to the general provisions of the Civil Code (article 1453 et seq. of the Civil Code), or other contract provisions, and in any case without prejudice to the right to compensation, RFI reserves the right to terminate this Lease forthwith, in whole or in part, in pursuance of article 1456 of the Civil Code, without the need for prior and formal notice to this effect, simply by means of a letter with proof of receipt, in any of the following cases:

- the violation of the applicable anti-mafia regulations and the filing of actions and / or legal proceedings under the applicable anti-mafia regulations, against the legal representatives and directors of the RU;
- any serious breaches of the law;
- the failure by the RU to pay the amounts due within the established deadlines;
- the illegal subletting of the Premises or the total and / or partial assignment of this Lease, in any way;
- any changes to the use of the Premises;
- the violation of the obligations under articles 4, 5, 9, 10, 14, 17 and 22 hereof;
- the failure to provide the performance bond or restore it to its original amount, in accordance with article 14 above;
- if the RU ceases to operate as a railway undertaking, for any reason;
- the issuing, by a court of law, of a final judgment against the RU, or one or more of its directors, for breach of the regulations governing the responsibilities of corporations, pursuant to Legislative Decree 231/2001, as amended.

In all the above cases, the RU must surrender the Premises herein, without any right to compensation or damages, and free of any persons or property, within fifteen (15) days from receiving RFI's notice of its decision to terminate this Lease. Article 7 hereof shall apply in the event of any delays in surrendering the Premises.

Article 19 JURISDICTION

The Parties agree that any disputes arising out of or in connection with this Lease shall be exclusively referred for settlement to the Court having jurisdiction over the area where the Premises are located.

Article 20 SERVICE ADDRESS

The service address of the Parties, for all administrative, fiscal and judicial purposes are, respectively:

RFI S.p.A.
Rome - Piazza della Croce Rossa 1.

RU:

Article 21 LEASE CONCLUSION EXPENSES

The expenses incurred in connection with the conclusion of this Lease shall be charged to the RU, including any post office expenses and costs for making photocopies of this Lease and its attachments. With regard to the rules governing the application of value added tax, the rent herein is subject to VAT at the ordinary rate referred to in article 3 of

Presidential Decree 633/1972; consequently, this Lease shall be registered only if the Premises are used in accordance with article 5 of Presidential Decree 131/1986.

Article 22
TRANSPARENCY AND CODE OF ETHICS

The RU, expressly and irrevocably:

- a) represents and warrants that this Lease was not concluded as a result of any mediation or other activities by third parties;
- b) represents and warrants that it has not paid or promised to pay anyone, directly or through its subsidiaries or associated companies, any sums and / or other fees for mediation activities or the like and, in any case, aimed at facilitating the conclusion hereof;
- c) undertakes not to pay any sums directly or indirectly intended to facilitate and / or minimise the costs associated with the implementation and / or management hereof, with respect to the obligations undertaken herein, or to perform any actions otherwise aimed at achieving the same purpose.

The RU expressly acknowledges that it is aware of the provisions of the Code of Ethics adopted by the Ferrovie dello Stato Italiano Group, which can be consulted at www.fsitaliane.it, for the purpose of adapting its behaviour, as far as possible, to the principles set out therein.

The IM expressly represents and warrants that it is well aware of the requirements set out in the RU's Code of Ethics, which is available for consultation at (website address), for the purpose of acting consistently, where compatible, with the criteria set out therein.

ARTICLE 23
Personal data protection

Purposes of processing and legal basis

Whilst carrying out the activities pertaining to the execution of the Contract, each Party shall process personal data relating to employees and/or contractors of the other Party, for which reason each is committed to proceeding with the processing of such personal data in accordance with the provisions of Regulation (EU) 679/2016 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

The Parties undertake to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of entrusting and executing this Contract, as well as of any legal obligations.

Types of personal data

The personal data collected during the phases of execution of this Contract fall into the following categories:

Personal data acquired directly by the contractor:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), bank details, economic data/financial, income, credentials, personal identification code (CID).

With specific reference to the contractor's employees/third parties, the personal data acquired are:

- **Common:** personal data, tax identification code (of employees and/or customers), identity document identifiers (driving license/ID number/passport), contact details (certified e-mail, e-mail, telephone contacts), credentials, personal identification code (CID).

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

For the phases of execution of this Contract, the Data Controllers and respective Data Protection Officers (DPO) references are:

For Rete Ferroviaria Italiana SpA:

The Data controller is R.F.I. S.p.A. represented by the CEO, who can be contacted at titolaretrattamento@rfi.it, with registered office in Piazza della Croce Rossa, 1 - Rome. The Data Protection Officer can be contacted at protezionedati@rfi.it

For the Railway Company

The Data Controller is [the company] represented by the CEO, who can be contacted at the email address [add email address], with registered offices in [add address].

The Data Protection Officer can be contacted via the email address [insert the DPO's email address].

Data retention

The personal data collected within the scope of this Contract will be processed by each of the Parties only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants data subjects the exercise of specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, each of the Parties undertakes to guarantee the exercising of such rights by data subjects. They also expressly declare to having duly informed their employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

Article 24 ATTACHMENTS

The following attachments are made an integral and substantial part of this Lease and incorporated herein by reference:

- 1 - Layout of the Premises;
- 2 - [...].

For RFI S.p.A.

For the RU

SECTION 6 – CHARGES

6.1 INTRODUCTION

The general regulatory guidelines relating to the tariffs for the Minimum Access Package (MAP) and the relevant services, shall be adopted by the ART, pursuant to article 37 of DL 201/2011 (amended and converted into Law 214/2011) and article 13 of Legislative Decree 112/15.

6.2 CHARGING SYSTEM

The ART, in its Resolutions no. 75/2016 and 80/2016, has declared the conformity of the new charging system, presented by RFI, for the MAP to the national rail infrastructure (the so-called “access charge”) and for the Services other than the MAP services provided by RFI, with the model approved by the ART with Resolution no. 96/2015 (as subsequently amended).

6.3 TARIFFS

6.3.1 Minimum Access Package (updated in December 2019)

The access charge is calculated as the sum of the following two components A and B:

ACCESS CHARGE = A+B

- component A is related to the wear and tear of the infrastructure (tracks and overhead contact lines);
- component B is related to the market segments’ ability to pay.

6.3.1.1 Component A

Component A of the access charge comprises the three sub-components A1, A2, A3:

$A = A1_{\text{weight}} + A2_{\text{speed}} + A3_{\text{contact line}}$

- sub-component A1 relates the wear and tear of the track to the weight classes of the train;
- sub-component A2 relates the wear and tear of the track to the operating speed classes of the train;
- sub-component A3 is related to the wear and tear of the overhead contact line.

Each sub component may be calculated as the result of a unit fee (by class) times the number of kilometres travelled.

Therefore, the value of A is given by the following formula:

$A = (T_{A1} + T_{A2} + T_{A3}) \times \text{km}$

The value of the unit prices T_{A1} , T_{A2} and T_{A3} by weight, speed and type of traction is shown in tables 6.1–6.3.

Table 6.1 –TA1 unit prices by WEIGHT class of the train

Weight classes	T_{A1} (€/km)
0 - 500 t	0,128
500 - 1000 t	0,372
1000 - 1500 t	0,616
>1500 t	0,860

Table 6.2 –TA2 unit prices by operating SPEED

Operating speed	T _{A2} (€/km)
0 - 100 km/h	0,117
100 - 150 km/h	0,193
>150 km/h	1,056

The operating speed of the train is calculated by means of the following formula:

$$\text{Speed}_{\text{operating}} = \text{Distance travelled} / (\text{Travel time} - \text{Stops})$$

Table 6.3 –TA3 unit prices by wear and tear of the OVERHEAD CONTACT LINE

Type of traction	T _{A3} (€/km)
Electric	0.023
Electric (2 pant. and max speed ≥ 250 km/h)*	0.046
Diesel	0.000

* Without prejudice to the obligation of notification by the RU, in accordance with par. 4.2, regarding the use of a double pantograph on the stretches of line allowing such a use, the IM shall conduct special checks during train services.

6.3.1.2 Component B

Component B of the access charge is related to the market segments’ ability to pay.

The value of B is the result of the unit fee (by market segment) times the distance travelled (in kilometres), according to the following formula:

$$B = T_B * km$$

The market segments are defined downstream of a classification by first and second level *binomials*. The first level binomials are referred to in ART Resolution no. 96/2015, as shown in Figure 6.1.

Figure 6.1 – First level binomials and market segments (Measure 24 of ART Resolution no. 96/2015)

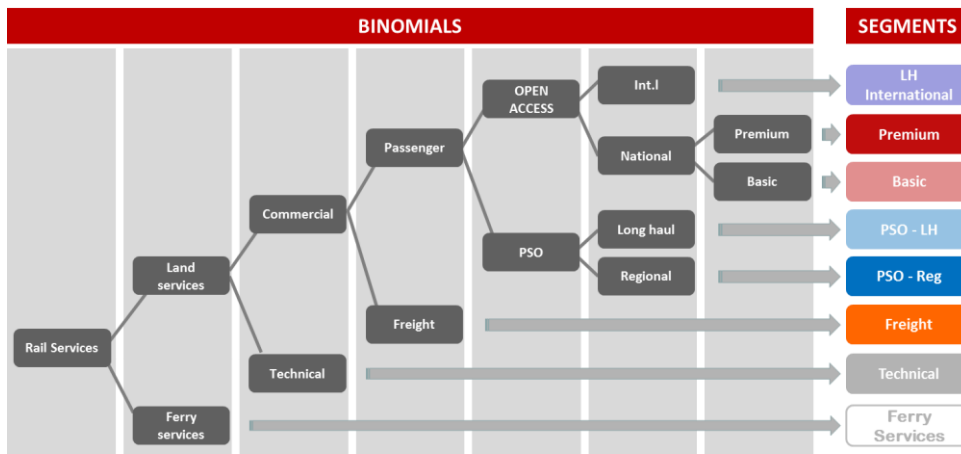


Figure 6.2 shows a description of each resulting market segment.

Figure 6.2 – Description of the market segments (Measure 24 of ART Resolution no. 96/2015)

Segment	Description
International LH	Passenger trains operating under the INTERNATIONAL OPEN ACCESS system
Premium	Passenger trains operating under the INTERNATIONAL OPEN ACCESS system travelling on sections of the HSL network at speeds in excess of 250 km/h (see table 6.9)
Basic	Passenger trains operating under the INTERNATIONAL OPEN ACCESS system that do not travel on sections of the HSL network at speeds in excess of 250km/h
PSO - LH	LONG DISTANCE passenger trains providing a UNIVERSAL SERVICE
PSO - Reg	REGIONAL passenger trains providing a UNIVERSAL SERVICE
Freight	FREIGHT trains
Technical	NON COMMERCIAL trains: transporting materials, isolated locomotives, staff shuttles, other shuttles (except for freight shuttles for commercial purposes)
Maritime	Ferry services to/from Sicily or Sardinia

The further sub-divisions of the market segments Premium, Freight, PSO - Regional and PSO - LH, as defined by the IM, is illustrated in Figures 6.3-6.6.

Figure 6.3 – 2nd level PREMIUM binomials

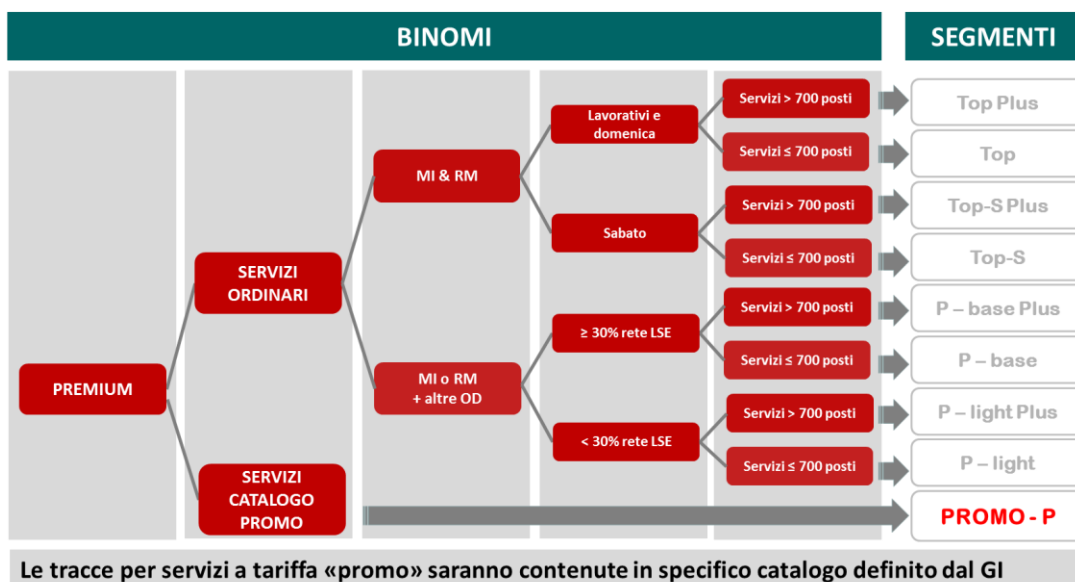


Figure 6.4 – 2nd level FREIGHT binomials

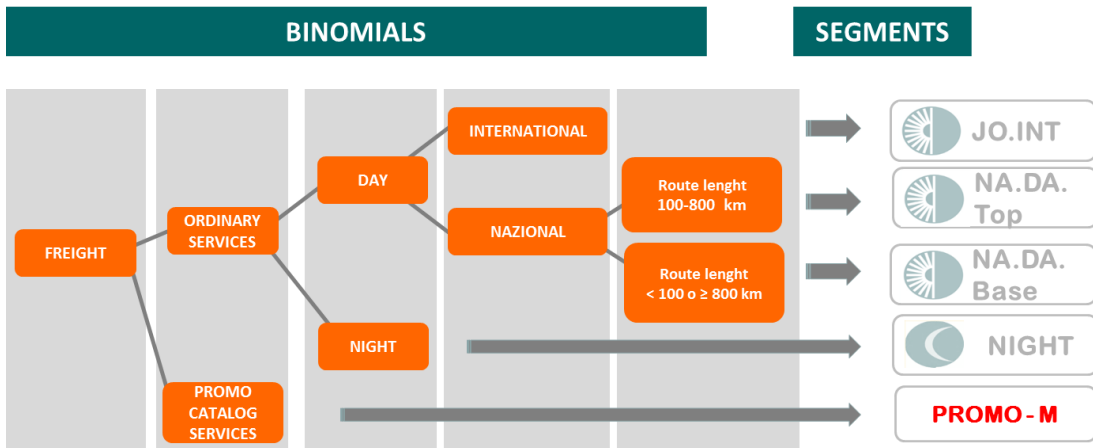


Figure 6.5 – 2nd level PSO – LH binomials

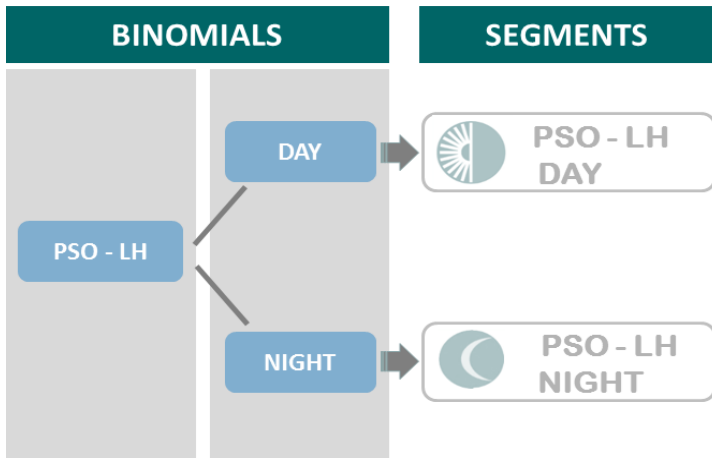
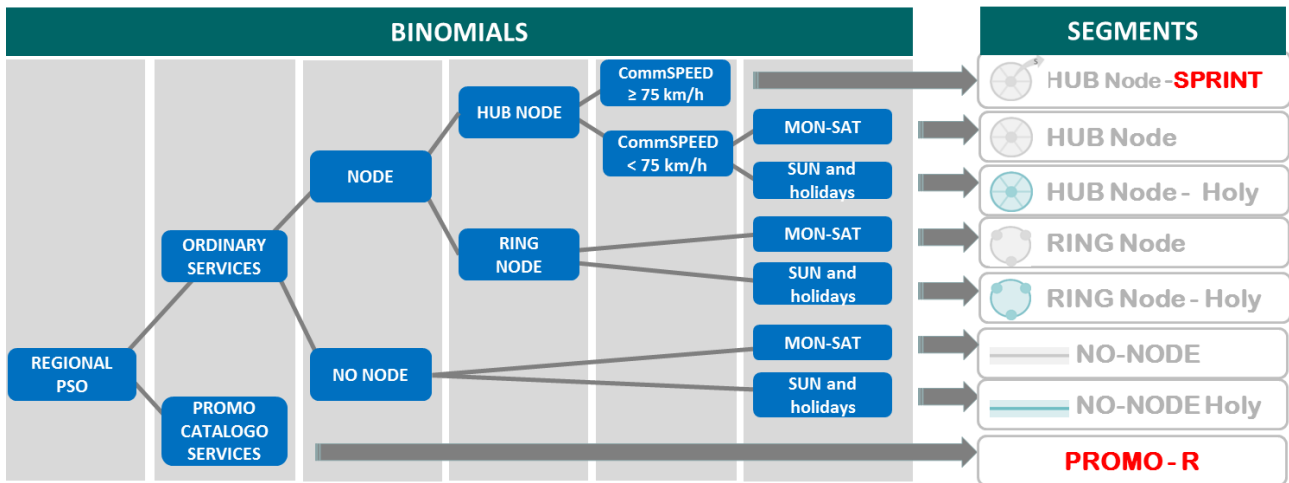


Figure 6.6 – 2nd level PSO – REGIONAL binomials



The operating speed of the train is calculated applying the following formula:

Speed_{operating} = Distance travelled / Travel time

Tables 6.4-6.7 provide a description of each market sub-segment.

Table 6.4 – Description of PREMIUM* market segments

Segment	Description
Top Plus	<ul style="list-style-type: none"> • Top with service with > 700 seats offered
Top	<ul style="list-style-type: none"> • PREMIUM services operating a commercial service in Rome and Milan • Operated only on weekdays (not including Saturday) • Seats offered ≤ 700
Top-S Plus	<ul style="list-style-type: none"> • Top-S with service with > 700 seats offered
Top-S	<ul style="list-style-type: none"> • PREMIUM services operating a commercial Service in Rome and Milan • Operated on Saturdays • Seats offered ≤ 700
P-base Plus	<ul style="list-style-type: none"> • P-base with service with > 700 seats offered
P-base	<ul style="list-style-type: none"> • PREMIUM services operating a commercial service in Rome or Milan • PREMIUM services not operating a commercial service in Rome and Milan • Seats offered ≤ 700
P-light Plus	<ul style="list-style-type: none"> • P-light with service with > 700 seats offered
P-light	<ul style="list-style-type: none"> • P-base, but with the use of the High Service Level network for less than 30% of the route travelled
Promo - P	<ul style="list-style-type: none"> • New commercial services, defined in the catalogue by the IM. The catalogue and fees are defined in a subsequent edition of the NS

* Without prejudice to the obligation of notification by the RU, in accordance with par. 4.2, regarding the seats offered, the IM shall conduct special checks during train services.

Table 6.5 - Description of the FREIGHT segments

Segment	Description
Night	<ul style="list-style-type: none"> • NATIONAL and INTERNATIONAL FREIGHT services • Travelling predominantly at NIGHT (≥ 51% of the route in the 22 – 06 slot)
JO.INT	<ul style="list-style-type: none"> • INTERNATIONAL FREIGHT SERVICES • Travelling predominantly during the DAY (< 51% route in the 22 – 06 slot)
NA.DA. Top	<ul style="list-style-type: none"> • NATIONAL FREIGHT services • Travelling predominantly during the DAY (< 51% of the route in the 22 – 06 slot) • Distance travelled ≥ 100 km and < 800 km
NA.DA. Base	<ul style="list-style-type: none"> • NATIONAL FREIGHT services • Travelling predominantly during the DAY (< 51% of the route in the 22 – 06 slot) • Distance travelled < 100 km and ≥ 800 km
Promo - M	New commercial services, defined in the catalogue by the IM and in accordance with the requirements set out in the TRA decision no.17/2018.

Table 6.6 - Description of the PSO – LD segments

Segment	Description
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Night	UNIVERSAL LD NIGHT passenger service trains (arrival at destination after 02:00)
Day	UNIVERSAL LD DAY passenger service trains (arrival at destination before 02:00)

Table 6.7 - Description of the PSO – REGIONAL segments

Segment	Description
Hub Node-Sprint	<ul style="list-style-type: none"> REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10) Commercial services in at least one of the Hub stations shown in Table 6.11 Operating speed ≥ 75 km/h
Hub Node	<ul style="list-style-type: none"> REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10) Commercial services in at least one of the Hub stations shown in Table 6.11 Operating speed < 75 km/h Operated every day except Sunday
Hub Node – Holy	<ul style="list-style-type: none"> REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10) Commercial services in one of the Hub stations shown in Table 6.11 Operating speed < 75 km/h Operated on Sundays and holidays
Ring Node	<ul style="list-style-type: none"> REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10) No services in any of the stations listed in Table 6.11 Operated every day except Sunday and holidays
Ring Node – Holy	<ul style="list-style-type: none"> REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10) No services in any of the stations listed in Table 6.11 Operated on Sundays and holidays
No Node	<ul style="list-style-type: none"> REGIONAL services the path of which does not concern sections of the metropolitan network Operated every day except Sunday and holidays
No Node – Holy	<ul style="list-style-type: none"> REGIONAL services the path of which does not concern sections of the metropolitan network Operated on Sundays and holidays
Promo - R	New commercial services, defined in the catalogue by the IM. The catalogue and fees are defined in a subsequent edition of the NS

The unit prices T_B for each market sub-segment are shown in Table 6.8.

Table 6.8 – T_B unit prices per market segment

Type of service	T_B (€/km)	
Premium	Top Plus	5,890
	Top	5,371
	Top-S Plus	4,847
	Top-S	4,416
	P-base Plus	4,524
	P-base	4,150
	P-light Plus	4,385
	P-light	4,023
Basic	Open Access - National - Basic	3,412
International	Open Access - International	4,099

Type of service	T _B (€/km)	
PSO – Long distance	OSP - LP - Day	2,907
	OSP - LP - Night	1,172
PSO – Regional	Nodo Hub-SPRINT	2,936
	Nodo Hub	2,866
	Nodo Hub-HOLY	2,549
	Nodo Ring	2,781
	Nodo Ring - HOLY	2,481
	No Nodo	1,649
	No Nodo - HOLY	1,385
Freight	JO.INT.	2,319
	NA.DA. Top	1,952
	NA.DA. Base	1,161
	Night	0,923
Technical	Technical	1,358
Ferry*	Ferry	227,265
Promo**	Premium	0,000
	Freight	0,000
	PSO Regional	0,000

*To calculate the B component relating to the Villa San Giovanni-Messina and Villa San Giovanni/Messina-Golfo Aranci routes, the values of 7,50 km for Sicily and 32, 96 km for Sardinia are assumed, respectively, as equivalent distances. The value of the A component in the case of ferry services is considered null.

**The IM may consider the application of the promo tariffs to other market segments as well.

6.3.1.3 Network classification

For the purpose of defining the Premium market segment, and related sub-segments, the sections of Network at High Service Level (HSL) are defined and, among these, those featuring a maximum speed in excess of 250 km/h are highlighted (Table 6.9).

Table 6.9 – HSL network sections

High Service Level (HSL)	FROM	TO	V _{max}
AV/AC Torino-Milano AV/AC Milano-Bologna AV/AC Bologna-Firenze AV/AC Roma-Napoli AV/AC Linea Pioltello – Brescia	<ul style="list-style-type: none"> • Origine Linea AV • Bivio P.C. Melegnano • Bologna Centrale AV • Roma Prenestina • Pioltello 	<ul style="list-style-type: none"> • Milano Certosa • Bologna Centrale AV • Firenze Castello • P.M. Casoria • Brescia 	> 250 km/h
Linea Direttissima	<ul style="list-style-type: none"> • Firenze Rovezzano 	<ul style="list-style-type: none"> • Settebagni 	≤250 km/h
Linea Rogoredo-Melegnano	<ul style="list-style-type: none"> • Milano Rogoredo 	<ul style="list-style-type: none"> • Bivio P.C. Melegnano 	
Linea Padova-Venezia Mestre	<ul style="list-style-type: none"> • Venezia Mestre 	<ul style="list-style-type: none"> • Padova 	
Monte del Vesuvio Line	<ul style="list-style-type: none"> • P.M. Casoria 	<ul style="list-style-type: none"> • Bivio S .Lucia 	

To define the PSO-Regional sub-segments, the sections of the Metropolitan Network are defined (Table 6.10).

Table 6.10 – Metropolitan Network sections

Node	Node border
Turin	<ul style="list-style-type: none"> • Alpignano • Trofarello • Settimo Torinese • Origine To-Mi AV • Bivio Sangone
Milan	<ul style="list-style-type: none"> • Rho • Gallarate • Monza • Seregno • Pioltello • Milano Rogoredo • Milano S. Cristoforo
Venice	<ul style="list-style-type: none"> • Mira Mirano • Mogliano • Venezia Carpenedo • Maerne Di M.
Genoa	<ul style="list-style-type: none"> • Genova Voltri • Genova Nervi • Mignanego • Genova Campasso • Bivio/PC Bersaglio • Genova Rivarolo • Genova Borzoli
Bologna	<ul style="list-style-type: none"> • S. Pietro In Casale • PM Lavino • PM Tavernelle • Porretta • Bologna S. Ruffillo • PM Mirandola
Florence	<ul style="list-style-type: none"> • Firenze Cascine • Firenze Castello • Firenze San Marco Vecchio • Firenze Rovezzano
Rome	<ul style="list-style-type: none"> • Maccarese • Settebagni • Fara Sabina • Guidonia • Roma Prenestina • Torricola • Cesano • Ciampino
Naples	<ul style="list-style-type: none"> • Frattamaggiore • Pozzuoli S. • Acerra • Portici • Dev. Est. Napoli Centrale

For the purpose of distinguishing within the Regional node sub-segment, between Hub Node and Ring Node, Table 6.11 shows the Hub stations.

Table 6. 11 – Hub stations

HUB stations
Bologna Centrale
Firenze Santa Maria Novella
Genova Piazza Principe
Milano Centrale
Milano Porta Garibaldi
Milano Porta Garibaldi Sotterranea
Napoli Centrale
Roma Termini
Torino Porta Nuova
Venezia S. Lucia

6.3.1.4 Border sections and connecting stations with Foreign Networks

The charges due for the Border Sections with Foreign Networks, which are subject to dedicated agreements with the rail operators of the bordering countries, are calculated as the sum of two components:

- Access charge to network connecting stations: only for trains originating from or ending in the network connection stations, without using the remaining network of the IM. The relevant fee is shown in Table 6.12;
- Usage charge, multiplied by the number of km travelled on the border section. The relevant fee is shown in Table 6.12.

Table 6. 12 – Charges for Border Sections with Foreign Networks

Foreign Network Connecting Station	Access charge (€/train)	Sections between the connecting stations and the border	Section (km)	Usage charge (€/km)
Ventimiglia	5.00	Ventimiglia – Border	7.287	1.00
Domodossola	5.00	Domodossola - Iselle	18.799	1.00
Luino	5.00	Luino – Border	14.857	1.00
Brenner	5.00	The border passes through the station	-	1.00
Tarvisio Boscoverde	5.00	Tarvisio – Border	5.460	1.00
Villa Opicina	5.00	Villa Opicina – Border	3.978	1.00
San Candido	5.00	San Candido – Border	8.059	1.00

6.3.1.5 Connecting Stations with the Regional Networks

In the connecting Stations with the Regional Networks, as defined in paragraph 3.2.3, where the RU uses the capacity without, however, purchasing a path, the latter is required to pay to the IM a charge of **5.32 €/train**.

6.3.2 Guaranteed access to facilities and related services (updated in December 2019)

6.3.2.1 Passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations ⁸

The service charges are given by type of station and shown in table 6.13 below.

Table 6. 13 – Prices for ticketing areas and functional structures for their operation

Type of passenger station	Unit price (€/m2 year)
HS circuit ⁹	471,155
Gold	159,827
Silver	109,555
Bronze	63,551

The charges for the self-service Ticket Machines and the mobile passenger information Desks are shown, instead, in Table 6.14, while for the Ticket Validators in Table 6.15.

Table 6. 14 – Self Service Ticket Machines (SSTM) and passenger information Desks

Type of passenger station	Unit price (€/space per year)
HS circuit ⁹	1.790,388
Gold	607,343
Silver	416,310
Bronze	241,496

Table 6. 15 – Prices for ticket validator machines – Passenger stations

Type of passenger station	Unit price (€/space per year)
HS circuit ⁹	169,616
Gold	57,538
Silver	39,440
Bronze	22,879

⁸ The service tariffs, subject to communication and validation by the ART, may change as a result of the extension of the perimeter of the RFI stations following the merger by amalgamation of Centostazioni SpA by RFI SpA, effective from 1 July 2018 (which part will also be changed in the 2019 and 2018 Network Statements)

⁹ The HS circuit for the purpose of the unit price for the supply of the service refers to the stations of Torino Porta Susa, Reggio Emilia AV Medio Padana and Napoli Afragola

6.3.2.2 Freight stations

The charge for this service is **38,514€/access**.

6.3.2.3 Marshalling stations and train formation facilities, including shunting areas

The charge for the service is **55,681€/access**.

6.3.2.4 Areas, facilities and buildings for parking/storage of rolling stock and freight

The charge for the service is based on a €/minute fee modulated by time slot for passenger services.

The consideration for the service is applied to the stopping time of each train in the origin and destination facilities of the path and in any intermediate facilities where services are provided that require a stopping time over and above the excess amount. The fees for the service are applied to the stops at the border systems only if switching is necessary, also for the purpose of transit, in the case of routes with Origin/Destination in the border system or in the event that any other services are required during the stop.

The stopping times, as recorded, are minus:

- the time required for performing the shunting operations – if any – regarding the train to/from the secondary sidings dedicated to the parking of the rolling stock;
- the time relating to the excess amount of the relevant transport segment (passenger or freight).

Table 6. 16

Type of service	Unit charge (€/minute)
Passenger Day charge (T _{VG})	0,071
Passenger Night charge (T _{VN})	0,069
Freight charge (T _M)	0,070

The T_{VG} day rate will apply for stops between 6 AM and 10 PM. The T_{VN} night rate for stops from 10 PM to 6 AM. In the event stops for two time slots, the rate will be applied differently for the stop fee for each time slot

Regarding the responsibility of the IM in the allocation of the stops or the extension of the already scheduled stops, the increased stops arising out of the changes to the paths as a result of VCOs or works shall not be attributed to the RU.

If two rolling stock items belonging to the same RU stop at the same time on the same track, the charge is counted only once.

If the RU requests additional services, such as Parking, Washing, Pre-heating and Water supply, the relevant charges shall be added to the charge for the stopping service.

The stopping service charge also includes the availability of functional areas for refuelling.

For further details relating to the criteria adopted for defining the rate and the related accounting methods, see the specific Method Document published on the ePIR portal.

6.3.2.5 Maintenance facilities, except for heavy maintenance facilities reserved to high-speed trains or other types of rolling stock requiring specialised facilities

The relevant charges for the above mentioned services are based on the type of service provided and are shown and featured in table 6.17. If an area is used by two or more RUs, the charges applied to each RU shall be commensurate with the relevant utilization share, on an annual basis.

Table 6. 17 – Maintenance facility charges

Type of area	Unit price (€/m2 per year)
Indoors	60,830
Sheltered area	24,796
Outdoors	9,295

6.3.2.6 Washing facilities

The charge for the service is **42,204 €/wash** and includes access to and use of the rolling stock washing facility and the water required (unbundle the stopping charge).

The making available of the service requires the use of equipped parking tracks for effecting the washing activities, therefore, the RU requiring this service shall also make use of the parking service, necessarily.

Therefore, the RU requesting access to a washing facility shall request other services (water supply) according to the relevant procedure. The parking on the tracks where the washing service is provided shall be recorded, for accounting purposes, as per par. 6.3.2.4.

6.3.2.7 Refuelling facilities

This service is included in the stopping service above. In the event the service is provided during stops of less than 1 hour the RU shall not be required to pay any charge to the IM.

6.3.2.8 Clearing of infrastructure with equipped emergency cars

RFI, each time, will provide emergency services with equipped emergency cars, producing a detailed document showing the total fees and the following detailed costs:

- path charge for the clearing vehicle (from the emergency car depot to the clearing site and back);
- electric energy cost incurred by the emergency vehicle (from the emergency car depot to the clearing site and back);

[alternatively] cost of diesel incurred by the clearing vehicle [€/litre];

- cost of the second driver [€/h];
- cost of the emergency crew [€/h/operator].

6.3.3 Additional services

6.3.3.1 Traction electricity

The charge for the supply of traction electricity is calculated, consistently with the applicable regulations, based on the following formula:

$$C_{\text{TRAC. ELECTR.}} = C_{\text{INDIRECT UNIT}} * \Sigma (\text{electric trkm}) + C_{\text{ENERGY UNIT}} * \Sigma (\text{Kwh})$$

Where $C_{\text{INDIRECT UNIT}}$ is the unit price covering the indirect costs of the electricity supply and $C_{\text{ENERGY UNIT}}$ is the unit cost of the electricity, differentiated by 3Kv and 25Kv grid.

Electricity consumption (KWh) are defined through the use of the so-called Virtual Metering system (VM), which is based on an algorithm that calculates the energy absorbed by the train, on a certain path, based on the variations in the train's characteristics. The algorithm on which the VM is based encompasses the main characteristics that affect the energy absorbed by a train, such as:

- the characteristics of the horizontal and vertical alignment of the train path;
- the characteristic torque curves of acceleration and braking, mass, braked weight percentage of the train;
- presence of auxiliaries on board the train;
- speed limits on the line (hour file) of the train on a specific stretch;
- number of stops that the train is required to make;
- any deceleration/stops/re-starts due to train traffic problems;
- type of grid (25Kv or 3Kv).

The virtual metering system is a tool capable of calculating the energy absorbed at the level of the rim (of the wheel) as well as the travel time absorbed by a train on a certain route as the characteristics of the train change.

The equation on which the model is based is typically adopted in the transportation sector:

$$F_{traz.} - F_{Resist.} = m_{eq.} \frac{dv}{dt}$$

Where:

F_{traz} is the active force provided by the electric-powered engines

F_{res} is the passive resistance encountered by the vehicle during motion

M_{eq} is the equivalent mass of the vehicle

dv/dt is the acceleration of the vehicle, instant by instant

The motion resistant force is the result of three terms:

- a term relating to the slope $R_{pendenza}$
- a term relating to the resistance in curves R_{curva}
- a term relating to the resistance on straight sections of the line R_{davis}

$$R_{Pendenza} = M * 9.81 * \frac{Gradiente}{1000}$$

$$R_{Curva} = M * \frac{Coeff}{raggio}$$

$$R_{Davis} = a + b * v + cv^2$$

Where:

- M is the total mass of the train (kg)
- $Gradiente$ is the gradient (%)
- $Radius$ is the radius of curvature (m)
- $Coeff$ is the resistant force in curves (N m / kg)
- a , b and c are the Davis factors respectively in (N), (N s/m) and (N s²/m²), the factor c of the Davis equation is differentiated depending on whether the barycentre of the train is in a tunnel or in the open air
- v is the speed of the train (m/s)

The traction force net of the resistance force, multiplied by the speed calculated at the current step and for the simulation step (equal to 1 second) enables the necessary energy to be estimated.

RFI, within the 31 October of each year, publishes in the ePIR portal the best estimate of the energy unit charge, for both the 3Kv and 25Kv grids, for the purpose of concluding the access agreements. During the performance of the agreement RFI then notifies, on a quarterly basis from March, the updated energy costs based on which the quarterly adjustments will then be determined compared to the estimates referred to in the agreement.

The parties understand that the energy costs shall subsequently be adjusted based on the calculations to be made care of the "Cassa per I Servizi Energetici e Ambientali", by virtue of the actual electricity prices.

6.3.3.2 Pre-heating, climatisation and use of REC charging points for maintenance/cleaning of passenger trains and water supply to trains (updated in December 2019)

Preheating, climatisation and use of REC charging points for maintenance/cleaning of passenger trains

The charge due by RU to the IM for the preheating and climatisation service is calculated as the sum of the indirect cost and related power cost:

$$C_{PRE} = IND_{PRE} COST + CONS_{PRE} * COST_{ENERGY UNIT}$$

$$[€/PRE] = [€/PRE] + [KWh/PRE] * [€/KWh]$$

The power consumed in relation to each preheating and climatisation service (in KWh) is calculated as the power absorbed (in KW) times the number of hours required to provide the service rounded to the nearest unit.

$$CONS_{PRE} = POWER * N_{HOURS} = POWER * 1 h$$

The charge relating to each preheating and climatisation service, therefore, is given by the following formula:

$$C_{PRE} = IND_{PRE} COST + POWER * 1 h * COST_{ENERGY UNIT}$$

$$[€/PRE] = [€/PRE] + [KW] * [h/PRE] * [€/KWh]$$

Table 6.18 shows the necessary values for calculating consumption, broken down by type of trainset. Regarding the pricing of the unit cost of electricity, reference should be made to paragraph 6.3.3.1.

This service does not include access to the stopping service. The RU shall request this service, if necessary, according to the procedure in paragraph 5.3.4.

Table 6. 18 – Values for calculating the charge for preheating and climatization

Type of trainset	ABSORBED (KW)	POWER***
Light vehicles (type TAF, Rock, Minuetto, Jazz, Pop)	63,6	
AGV 575	142,0	
E464	169,6	
ETR600/610	201,4	
ETR1000	243,8	
E414	275,6	
ETR 500	307,4	
ETR 675	127,2	
Other trainsets**	169,6	

** Subject to the documents supplied by the RU, with regard to the absorbed power values measured for the trainsets used

*** The absorption values shown include a dispersion coefficient of 6%

Water supply

The charges for this service are shown in Table 6.19, broken down by regional and long-distance (LD) trains.

The unit charge per trkm shall be applied if requested by the RU, which shall in any case request the water supply in the using the provided IT system to enable the accurate allocation of capacity at the facility.

This service does not include access to the stopping service, which shall be requested by the RU, if necessary, according to the procedure in paragraph 5.3.4.

Table 6. 19 – Water supply prices

Passenger segment	Unit price (€/supply operation)	Unit price (€/trkm)
Regional trains	3,240	0,0043
LD trains	12,950	0,0120

6.3.3.3 Monitoring trains carrying dangerous goods

The charge for this service is **0,0118 €/km MP**.

6.3.3.4 Services for exceptional transports

The charges for this service are broken down by type of exceptional transport (TES/TEM, TE) and number of geographical areas concerned by the services¹⁰, as shown in Table 6.20.

On top of the following costs the RU shall also be charged any operating costs incurred for adjusting the infrastructure.

Table 6. 20 – Prices for services provided in connection with exceptional transports

Type of transport	Number of geographical areas	UNIT PRICE (€/Entitlement)
TES/TEM	1	730,108
	2	730,108
	3	876,130
	4	1.022,151
	5	1.314,194
	6	1.460,216
	7	1.606,238
	8	1.752,259
	9	2.044,302
	≥10	2.482,367
TE		294,855
NO-TE		206,398
Escort with RFI personnel (€/day of escort)		500

6.3.3.5 Shunting service (updated in December 2019)

The rates for the service, based on the type of switching performed, are shown in Table 6.21.

The rates below are to be considered merely indicative; the final ones will be published at the end of the preliminary procedure started by ART as per par. 5.4.5

¹⁰ The “Geographical Areas” coincide with the regional output sub-divisions of RFI (Direzioni Territoriali Produzione), as shown in its *Fascicolo Circolazione Linee* (FCL) or “Line Circulation File”.

Table 6. 21 – Shunting service prices

Type of shunting/accessory activities		UNIT PRICE (€/Shunting)
1	Marshalling on flat ground	420,877
3	Complete trainset terminalisation	327,349
4	Terminalisation with coupling/uncoupling	467,641
E	Removal (or addition) of wagon or set of adjacent wagons	93,528
F	Removal of wagon or set of adjacent wagons that cannot be launched	140,292
H	Train locomotive haulage	74,823
M	Uncoupling and recovery of locomotive	74,823
N	Special shunting operations at border terminals (including coupling/uncoupling)	84,175
O	Stabling/placing with shunting locomotives (including coupling/uncoupling)	74,823
A	Locomotive uncoupling	14,965
B	Locomotive coupling	14,965
C	Removal of tail-lights	11,223
D	Application of tail-lights	11,223
G	Locomotive piloting	23,382
I	Special trainset couplings/uncouplings	380,000
L Domo II	Other transfers between sidings and/or stations	168,351
L Villa Opicina	Other transfers between sidings and/or stations	84,175

6.3.3.6 Assistance to Persons with Reduced Mobility (PRM)

The prices for the services provided to PRM provided by RFI at the circuit facilities given in the ePIR portal, with its own qualified personnel or outsourced staff, are shown in table 6.22. The relevant rates are determined by the IM, based on the criteria set out in paragraphs 9.6.1 and 9.6.2 of the Schedule to ART Resolution no. 70/2014, and paragraphs 6.3, 6.2.5 and 6.2.6 of the Schedule to ART Resolution no. 76/2014 and ART Resolution no. 80/2015.

Table 6.22 - Assistance to Persons with Reduced Mobility – classification of yards and prices

Prices for assistance services to PRM			
Type of station	Ancillary devices	Time slot (*)	Unit price (€/operation)
MASTER STATIONS	w wheelchair access lift	6.00-22.00	11.00
		22.01-5.59	16.00
	w/o wheelchair access lift	6.00-22.00	3.00
		22.01-5.59	5.00
OTHER STATIONS	w wheelchair access lift	6.00-22.00	17.00
		22.01-5.59	26.00
	w/o wheelchair access lift	6.00-22.00	5.00
		22.01-5.59	8.00

(*) The service start date precedes the scheduled departure/arrival of the train by 30 minutes

Regarding assistance for groups of travellers with disabilities (comprising between 3 and 10 PRM, with a single service booking), the price is calculated by applying the full rate for the first two services and a 50% reduced rate for the following services. The full rate is applied to the first two services with the wheelchair access lift, if provided.

The relevant rates for any further services provided to PRM, as per paragraph 5.4.6, are shown in Table 6.23, which, in accordance with the applicable regulations, also cover the costs incurred by the IM for their delivery.

Table 6.23 - Assistance provided to disabled persons and persons with reduced mobility – occasional and extraordinary services

Prices for PRM assistance services		
Type of service		Rate
Staff at facilities		€ 27.00/hour
Ad hoc services		see table 6.21
Transfer of wheelchair access lifts	distance ≤50 km	€ 250.00
	distance 50 km < d ≤ 100 km	€ 300.00
	distance >100 km	€ 400.00
Extraordinary night services (during the Sale Blu waiting room closing hours)		€ 150.00

6.3.3.7 Parking

The charge due by the RU to the IM for each parking operation is calculated as the sum of the indirect cost and related power cost:

$$C_{\text{PARKING}} = \text{IND}_{\text{PARKING}} \text{ COST} + \text{CONS}_{\text{PARKING}} * \text{COST}_{\text{ENERGY UNIT}}$$

$$[\text{€/parking}] = [\text{€/parking}] + [\text{KWh/parking}] * [\text{€/KWh}]$$

The power consumed in connection with each parking service (in KWh) is calculated as the power absorbed (in KW) times the number of hours of parking, rounded up to the unit.

$$\text{CONS}_{\text{parking}} = \text{POTENZA} * N_{\text{hours}}$$

Therefore, the charge for each parking service is given by the following formula:

$$C_{\text{parking}} = \text{IND}_{\text{parking}} \text{ COST} + \text{POWER} * N_{\text{hours}} * \text{COST}_{\text{energy unit}}$$

$$[\text{€/parking}] = [\text{€/parking}] + [\text{KW}] * [\text{h/parking}] * [\text{€/KWh}]$$

Table 6.25 shows the necessary values for calculating consumption, broken down by type of trainset. For pricing the the unit cost of electricity reference should be made to paragraph 6.3.3.1.

This service does not include access to the stopping service, which shall be requested by the RU according to the procedure in paragraph 5.3.4.

Table 6.24 also shows the unit consumption per hour of parking.

Table 6. 24 – Values for calculating the parking charges

Type of trainset	ABSORBED POWER** (KW)
Light trains (type TAF, Minuetto, Jazz)	63.6
AGV 575	142.0
E464	169.6
ETR 600/610	201.4
ETR 1000	243.8
E 414	275.6
ETR 500	307.4
ETR 675	127.2
Other formations***	169.6

** The absorption values shown include a dispersion coefficient of 6%

** Subject to the documents supplied by the RU, with regard to the absorbed power values measured in the Parking for the trainsets used

6.3.3.8 Fast Track

The annual price charged to the RUs for the Fast Track service is **117'811** €/gate.

6.3.4 ANCILLARY SERVICES

6.3.4.1 Supply of additional information

Passenger announcements and Notices

The charge for this service is **1,056**€/per announcement or notice.

Information services

The number of information services included in the MAP and the monthly rates for any extra information services requested are shown in Table 6.25.

Table 6.25 – Rates for supplementary information – Information services

Information service	Information services included in the MAP for passenger services	Information services included in the MAP for freight services	UNIT RATE for any extra services requested (€/per service per month)
PICWEB ASTRO-RU	1 every 5 m trkm	1 every 3 m trkm	62,763
PICWEB RU - Timetabling	1 every 5 m trkm	1 every 3 m trkm	62,763
PICWEB RU – Real time	1 every 5 m trkm	1 every 3 m trkm	12,553
PICWEB RU – Real time "Traingraph"	1	1	564,866

Information service	Information services included in the MAP for passenger services	Information services included in the MAP for freight services	UNIT RATE for any extra services requested (€/per service per month)
PICWEB-RU – Output monitoring	1 every 10 m trkm	1 every 5 m trkm	48,327
PICWEB RU - Reporting	1 every 10 m trkm	1 every 5 m trkm	14,435
PIC RU – Operating management (Back-End)	1	1	62,763
PIC RU – Communication of real formations (Back-End)	1	1	-
PIC WEB OPE 7 and OPE8 profiles	1 every 5 m trkm	1 every 0.25 m trkm	12,553
PIC ARRIVALS-DEPARTURES	1 every 5 m trkm	1 every 3 m trkm	12,553
RETE BLU	1 every 5 m trkm	--	12,553
SAFETY DATABASE (BDS)	1 every 5 m trkm	1 every 3 m trkm	12,553

The monthly rates for the PIC RU – Data posting (Back End) services are shown in Table 6.26.

Table 6.26 – Rates for supplementary information – Information services

Information service	UNIT RATE for any extra services requested (€/per service per month)
PIC RU – Data posting (Back End)	3.326,432

6.3.4.2 Access to the GSM-R telecommunications network for ground-to-train communication services

The charges for this service are shown in Tables 6.27 – 6.31.

Table 6.27 – Rates for accessing the telecoms service

TRAFFIC PROFILES	Circulation traffic (Class 1)	Operating traffic (Class 2)	Office traffic (Class 3)	Test service traffic (Class 4)	Data package traffic (Class 5)
Rate per month	€ 9,040	€ 6,328	€ 3,6196	€ 14,464	€ 0.00 (rates based on consumption)

Table 6.28 – Consumption thresholds included in the monthly rates

TRAFFIC PROFILES	Circulation traffic (Class 1)	Operating traffic (Class 2)	Office traffic (Class 3)	Test service Traffic (Class 4)
Minutes “roaming”/month	1500	1200	1000	2000
Minutes “non roaming”/month	400	400	400	400
SMS “roaming”/month	750	600	500	1000
SMS “non roaming”/month	250	250	250	500
Data traffic [GB] “roaming”/month	50	50	50	50

(for data-enabled cards)				
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Table 6.29 – Consumption/optional rates

TYPE OF SERVICE	Rate
Activation/replacement SIM card	20€
Minutes “non roaming” above threshold	0.01 €/min
Minutes “roaming” above threshold	0.02 €/min
SMS “non roaming” above threshold	0.01 €/SMS
SMS “roaming” above threshold	0.015 €/SMS
Data traffic [GB] “non roaming” above threshold	1 €/GB
Data traffic [GB] “roaming”	4.5 €/GB
Minutes “interconnected” with other networks	0.03 €/min (the traffic also contributes to reaching the monthly traffic thresholds)
SMS “interconnected” with other networks	0.04 €/SMS (the traffic also contributes to reaching the monthly traffic thresholds)
Service “Failed Brake Reset Alarm”	1.000 € (activation of service for RUs)

Table 6.30 – International rates (based on the rates applied by the national operators)

VOICE traffic	Calls made	Calls received
Area covered	Rate/min (not including VAT)	Rate/min (not including VAT)
West Europe	€ 0.610/min	€ 0.00/min
East Europe	€ 0.965/min	€ 0.00/min
MEA	€ 2.648/min	€ 0.00/min
Far East	€ 2.151/min	€ 0.00/min
South America	€ 2.221/min	€ 0.00/min
North America	€ 1.564/min	€ 0.00/min

Table 6.31 – SMS rates (based on the rates applied by the national operators)

SMS sent		
Area covered	Rate (not including VAT)	Rate (not including VAT)
West Europe	€ 0.00/sms	€ 0.309/sms
East Europe	€ 0.475/sms	€ 0.231/sms
MEA	€ 0.139/sms	€ 0.327/sms
Far East	€ 0.871/sms	€ 0.335/sms
South America	€ 0.658/sms	€ 0.532/sms
North America	€ 1.027/sms	€ 0.265/sms

6.3.5 OTHER CHARGES

6.3.5.1 Charge for rail infrastructure clearance in the case of the use of vehicles by a party other than the party causing the disruption

The parties providing for rail infrastructure clearance shall produce a document detailing the total charge and the single items of cost.

In the case of the use of emergency locomotives and/or reserve vehicles, the IM shall receive the above mentioned documents from the party involved in the rail infrastructure clearance operations and then transmit it to the RU responsible for the disruption, which shall then be required to pay the amount to the IM. The latter shall therefore receive the payment from the RU and pass it on to the clearance party.

If infrastructure clearing vehicles are used (other than equipped emergency vehicles) RFI shall transfer the relevant clearing costs to the RU responsible for the event.

6.4 PENALTIES APPLIED IN THE CASE OF FAILED DESIGNATION/CONTRACT CONCLUSION/USE OF THE ALLOCATED CAPACITY

6.4.1 Consequences in the case of failure to utilise the allocated train paths

Reference should be made to paragraphs 4.6.3 and 4.6.4.

6.4.2 Penalties applied in the case of the failure to appoint a RU by the Applicant (other than a RU) and/or the failure to enter into an access contract by the appointed RU

Reference should be made to paragraphs 4.6.1 and 4.6.2

6.5 PERFORMANCE SCHEME (UPDATED IN DECEMBER 2019)

Pursuant to Legislative Decree 112/15 (article 21) and consistently with the relevant *Atto di Concessione* (Concession Contract) (see DM 138T of 31 October 2000, article 3.1(f)), as well as with the TRA Resolutions 70/2014 (paragraph 7.6.1) and 76/2014 (paragraph 6.2.4), a performance quality incentive plan called Performance Scheme has been implemented, based on the delays recorded at the end of the journey by the trains running on the national rail network.

The IM or RU are accountable for the delays recorded by any train, even trains belonging to a different RU, for reasons within their control, and the penalties applied are calculated in accordance with Annex C to this Section.

Furthermore, the IM or RU are accountable for all partial or total cancellations, even at short notice, for reasons within their control. For each cancelled passenger train a conventional delay of 120 minutes is assumed, while for each freight train cancelled the conventional delay is calculated so that the ratio of the penalties for cancellations and volume of traffic to the set of freight and passenger sectors is basically the same. These delays are valorised as detailed in Annex C hereto.

For penalty determination purposes, the value of each minute of delay is 1.00 (one) euro / minute, multiplied by several factors based on the following:

- type of service;
- type of network on which the delay is recorded;
- punctuality performances;
- delay measured at the commercial stops;
- train class;
- cancellations.

The delay in departure from the station of origin is valued consistently with the delays accruing during the trip, except as specified in paragraph 4.5.1.2.

The IM makes available to the RUs through:

- PICWEB-PENALTY REPORTING, all the necessary data regarding its performance within the Performance Scheme system.
- PICWEB-RU REAL TIME: the overall overview in real time of the operating context, essentially at the visibility of all the services running on the rail infrastructure of interest.

At the end of each financial year, the IM records for each RU:

- the amount of penalties payable/receivable by the IM itself related to the delays caused by the IM itself or by each RU on its trains;
- the amount of penalties payable/receivable in relation to the delays caused/sustained by each other RU.

6.6 CHANGES TO CHARGES

The charging system, approved by the TRA with Resolutions no. 75/2016 and 80/2016, shall be valid until the 2020/2021 timetable. Any changes to the charges may be made only subject to the issuing of a specific resolution by the TRA.

6.7 REPORTING, BILLING AND PAYMENT ARRANGEMENTS (UPDATED IN JULY 2020)

Reporting

The IM reports and sends to the RUs, on a monthly basis, the amounts arising from the infrastructure access contract, for billing purposes. The amounts regard:

- The Minimum Access Package, which is determined in accordance with the TRA Resolutions nos. 96/2015 and 75/2016 and article 15(b) of Legislative Decree no.50 of 14 May 2019, net of energy consumption.
- The traction electricity supply: the rate for which is determined in accordance with article 29 of DL 91/2014 (converted into Law 116/2014) and implementing regulation, and taking into account the resolutions passed by the Italian Electricity, Gas and Water Markets Authority (AEEGSI) and any further applicable regulations.

The IM shall provide to the RU a quarterly report on the charges due for the Services other than those included in the Minimum Access Package, the rates for which are determined in accordance with the TRA Resolutions nos. 96/2015 and 80/2016.

The reporting process is described in the appendix to this section.

Billing

The payments due to the IM shall be billed in accordance with the procedures and timelines as follows:

a) Paths and minimum access package (including traction power)

Billing shall be:

1. on a monthly basis – within the 30th of the relevant month -: an advance invoice for 85% of the average monthly value of the contracted paths, except for the invoice for January, which shall be issued together with the invoice for February. For the whole month of December the down payment shall be determined on the basis of the applicable contract until the timetable changeover. If a railway undertaking fails to operate services for three consecutive months or more, advance billing shall be suspended.
2. On a quarterly basis – within the 30th of the second month after the relevant quarter -: a balance invoice, for the amount resulting from the final amount minus the down payment.

b) Guaranteed access facilities and related services, additional services (not including traction power) and ancillary services scheduled/provided

The amounts due to the IM shall be billed on a quarterly basis, within the 30th of the second month after the relevant quarter, in connection with the issuing of the balancing invoices of the charges for infrastructure usage and traction power supply.

c) Charge for the use of the Regional Network connecting stations

In the presence of an infrastructure access contract, the related charges will be billed according to the same procedure as stated in point a)2 and, therefore, on a quarterly basis.

If, however, the contract only concerns the use of connecting service locations, the billing will be half-yearly.

d) Charge for the use of border sections and Foreign Network connecting stations

The related charges will be billed on a half-yearly basis within 30th of June and December, based on the scheduled traffic data.

If, instead, the railway undertaking chooses to pay the amounts due based on actual transport services, the billing shall also be half-yearly but a further balancing invoice will be issued, within 31 March of the following year, containing the difference between the estimated contract amount already paid and the actual circulation figures, as recorded.

e) Penalties for the failure to conclude the access contract/utilise the paths and Performance Scheme

The relevant amounts shall be notified to the RU, in connection with the fourth quarterly settlement referred to in a) 2.

If the estimated contract amount is below € 25,000.00, the payment will be made in deferred monthly instalments, based on the services actually provided by the IM. Therefore, IM shall issue an invoice by the 30th of the month after the month in which the services were provided.

Payment

The RU shall settle the invoices within the end of the second month after the month of issuance thereof.

In the event of any delay in the payments, default interest shall be payable by the RU to the IM, in pursuance of Article 5 of Legislative Decree 231/2002, as amended.

ANNEXES TO SECTION 6

Following is a review of the processes and rules relating to the financial management of the contract:

Part A – Access charge;

Part B – Reporting;

Part C – Performance Scheme: Penalty Calculation Method;

Part A – ACCESS CHARGE ACCOUNTING:**1) Basic sections**

Each main section of the network has been broken down into basic sections.

2) Group of basic sections

For the purposes of determining the market segments, each basic section is univocally associated with the High Service Level Network, the Metropolitan Network or the remaining network.

3) Time references on the basic sections of the train's route

Use of a basic section begins from the departure or transit time from or through a certain location and ends at the departure or transit time from or through the next location (or the arrival time in that location, if it's the end of the service).

This generally entails the following:

For the purposes of defining the Freight market segments, the day slot is defined as the interval between 6.00 and 21.59, while the night slot runs from 22.00 to 5.59.

The time slot is assigned considering the time of entry into the basic section.

A border station of a node is considered to belong to the same node in the case of outbound trains, but not for inbound trains entering the same station.

4) Commercial speed

The commercial speed of a train means the Space/Time ratio inclusive of the stops between the train departure and arrival times. It refers to the entire route travelled by the train.

5) Operating speed

The operating speed of a train means the Space/Time ratio not including the stops. It refers to the entire route travelled by the train.

6) Weight and type of traction of the train

The real weight of the train, as stated by the owner RU, is assumed. If not included in the IM's train traffic systems, the planned weight is assumed, equal to the characteristic weight of the train path (limited load) plus the weight of the locomotive.

If the train formation changes during the use of the path, reference is made to the weighted average weight, as a function of the distances travelled with each formation.

In the case of non-conventional traction systems in the table showing the Types of Traction, for the determination of the T_{A3} unit price, reference is made to "Diesel Traction".

7) Approximations

Tables 6.1 and 6.2 feature intervals each of which includes the lower limit and not the upper limit.

8) Rounding

Each amount is rounded to the eurocent for each train.

In tables 6.1, 6.2, 6.3, 6.8 the charges are rounded to the 3rd decimal, the reporting shall be made taking into account the 5th decimal, emerging in connection with the presentation of the MAP Charging System to the Transport Regulation Authority.

For the travel distance classification purposes (with reference to the NA.DA. Top and NA.DA. Base services), the distance travelled by each train is approximated to the 3rd decimal.

9) Market segments

Where an international passenger service is operated on lines featuring a speed in excess of 250 km/h, as shown in table 6.9, during the first phase a Premium charge shall apply. In the following years the charges must be reconsidered within

the international segment, based on the volumes related to the “International Premium” and “International Basic” sub-segments.

Where a regional commercial service is not a Universal Service it will be classified as Basic.

International passenger trains means trains numbered between 1-499 and 1000-1499

Where the path of a service defined as “Regional PSO” starts or ends in one of the metropolitan network border stations, without however using any of the paths thereof, it will be classified as “No Node” or “No Node – Holy”, depending on the day of the week.

Only public holidays in Italy are considered holidays for charging purposes, with regard to “Hub Node – Holy,” Ring Node – Holy” and “No Node – Holy”.

International freight trains means trains numbered between 40000 and 49999 and trains with an origin or destination at a border facility.

10) Service day

A service day shall be unequivocally determined for each train, with regard to the so-called “kilometre prevalence” of the route travelled.

Part B – REPORTING (updated in December 2019)

MAP reporting

Definitions:

- Reported path:
 - with regard to the travelled journey, the information has been drawn from annex 1 to the contract and supplemented with the changes to the applicable working timetable period and/or the measures/operations issued in connection with short term requests;
 - with regard to the non-travelled journey, the information is as reported in the preceding paragraph, minus the latest surrender/cancellation provision.
- Extended timetable point: is a location situated in the proximity of the main station of the node, in which the stabling of the rolling stock is included in the charge for the corresponding train.

The IM shall report, on a monthly basis, the access charge charge due, in respect of each contract entered into with the RU, based on the recorded paths.

The economic evaluation of the reported paths shall be carried out consistently with the charging system approved under TRA Resolution no. 75/2016.

The monthly reporting process provides that the IM interacts with the RUs to share the physical data on which the economic valorisation of the reported paths is based, through a daily assessment of the traffic systems.

Reporting of services other than those included in the MAP

The reporting of the following facility services other than those included in the MAP:

- freight terminals;
- areas for train coupling/uncoupling operations, including shunting facilities;
- areas, facilities and buildings for parking and storage of rolling stock and freight;
- maintenance facilities, with the exception of heavy maintenance facilities dedicated to high-speed trains or to other types of rolling stock requiring specific facilities;
- train washing facilities;
- water supply;
- pre-heating, climatisation and use of REC charging points for passenger trains;
- parking

shall take place using the relevant information systems, which shall enable the management of the services at the facilities and their punctual recording.

To reconcile the use of areas, installations and buildings for stops, storage and storage of rolling stock and freight, see the specific Method Document published on the ePIR portal.

In the reconciliation phase, the RUs have the possibility to request data rectification through the systems, within a maximum of 30 days from the date of the scheduled service delivery.

Regarding the following services provided by RFI:

- passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations;
- access to the GSM-R telecommunications network for ground-to-train communication;

the economic evaluation of the above mentioned services MAP provided by RFI is carried out according to the procedures set out in the relevant contracts, attached to the ePIR portal and, as regards the GSM-R service, and in annexes 1 and 2 to Section 5, as regards the passenger station service.

Verifications

For each type of service for which the digitisation of the reporting activities is under way, RFI, during the working timetable period, shall in any case carry out ad hoc controls, whenever necessary; as well as special verifications in the service supply facilities other than those included in the MAP, aimed at conducting investigations into specific elements.

The said verifications may be carried out in the following cases, for example:

1. control of the facilities for which no services have been requested during the rescheduling phase or in connection with short-term requests;
2. further investigation of anomalous situations reported by the RFI personnel;
3. assessments made in the event of failure to respond by the RU to reports sent by RFI downstream from the ordinary management of the services;
4. verification of reports received by the RU of the failed delivery of the service for causes attributable to the responsibility of RFI (breakdowns at the facilities, maintenance operations); the report by the RU shall be made within 5 working days from the date of the event.

Schedule

The physical and economic data relating to the reported paths and services, in a given month, are generally notified to the RU within the end of the month following the relevant month.

Part C – PERFORMANCE SCHEME: PENALTY CALCULATION METHOD (updated in December 2019 and July 2020)

1. Definitions

Time recording point: the location at which the IM’s operational systems record the actual time of passage of the trains.

Delay: the positive difference, in minutes, between the actual and scheduled travel times at a certain recording point.

Delay delta: the positive difference, in minutes, of the train delay, as recorded between two time recording points.

Reasons for delay: a reason producing a delay delta higher than zero, attributed to the party (the IM, RU owner of the train, another RU, external reasons, pursuant to the specific code in the new procedure of “Attribution of causes of delay, punctuality determination and system performance” (ex COp 269/2010), notified to the RUs via the PICWEB system.

Unitary Performance Scheme Penalty (uPRP): the economic value within the meaning of Section 6 applied to each minute of PRD. In the case of delays from a foreign network, external causes and any operating inconveniences, no penalties shall apply to either the IM or the RU.

PIC (Integrated Service Platform): an IT system designed to support the management of train services, used by the IM to record the delays and delay deltas, and for allocating the reasons and, therefore, for managing the Performance Scheme.

Punctuality (RU Standard): punctuality is calculated as the ratio of the number of trains of the single RU arriving at the punctuality threshold (considering as arriving in time also those that arrive after the punctuality threshold for reasons that cannot be attributed to the RU owning the train) to the total number of trains operated by the specific RU.

Punctuality threshold: delay, in minutes, which varies according to type of traffic and manner of path purchase, defined in ch. 2.4.2 of the NS, for the paths purchased no later than 5 calendar days from} the date of utilisation:

- 5’ in the case of regional/metropolitan passenger trains;
- 15’ for medium/long distance passenger trains;
- 30’ for freight trains.

The above thresholds are extended to 60’ for passenger trains and 120’ for freight trains for the paths purchased at less than 5 calendar days from the date of utilization. The above thresholds do not determine the exclusion of the trains from the Performance Scheme system, but negatively affect the definition of the value of punctuality, as defined in the preceding point.

2. Elements of the delay cause attribution system

This paragraph reports the main criteria contained in the new procedure of “Attribution of causes of delay, punctuality determination and system performance” (ex COp 269/2010) approved by the Transport Regulation Authority, following consultation with the Applicants, with Resolution n. 150/2019. The new criteria apply starting from the 2020/2021 service timetable, also taking into account the results of the pre-year period foreseen during the 2019/2020 timetable.

The Performance Regime system takes into account the deviations recorded and attributed to the concerned parties (RFI and RU) registered in the PIC, the sole system database.

The attribution of the cause of delay is mandatory for any deviation greater than 2 minutes and for deviations due to abnormalities.

The deviation due to minutes not allocated, measured with respect to the previous relevant or starting station, will be distributed

if less than or equal to 5’:

- in proportion to the attributed deviations;
- in the absence of attributed variances or if the not attributed deviations are less than or equal to 50% of those assigned, it will be distributed 50% to the IM and to the RU.

if over 5’:

- In proportion to the attributed deviations, if the not attribute deviations are less than or equal to 50% of those assigned;
- by attributing the deviations, re-examining train progress within the line of interest, if the not attributed deviations are over 50% of those assigned.

The list of relevant stations, identified after consultation with stakeholders, is reported in the ePIR portal.

The calculation methods of the punctuality indicators and the relative thresholds adopted are reported in the Operational Communication ---- relating to the methods of attribution and validation of the causes of delay

3. Calculation method

For each single operated train the number of minutes subject to penalty per individual responsible subject is quantified as the multiplication of the delay valid for the purpose of the Performance Scheme (PS) accrued by the train along the path and the number of trains cancelled by the following factors:

- **C_t**: is the coefficient that takes into account the type of line producing the delay delta, based on the classification shown in table 1;
- **C_{rit}**: is the coefficient that takes into account:
 - the delay accrued by the train in question for freight trains, according to the breakdown shown in **table 2a**;
 - the mean and maximum delay recorded at arrival in the stations where the train operates a commercial service for passenger trains. The values are shown in **table 2b** for ordinary / extraordinary regional trains, and in **table 2c** for Market and Universal Service trains, both ordinary and extraordinary;
- **C_s**: is the coefficient that takes into account the type of service, according to the breakdown shown in **table 3**.
- **C_{cat}**: is the coefficient taking into account the class of the trains, as indicated in **table 4**
- **C_p**: is the coefficient resulting from the following addition $C_{Base} + C_{Correttivo}$
- **C_{base}**: is the coefficient that takes into account the % variation of the train*km developed in punctuality (with reference to the RU standard) for each RU, in the year of the final accounts of the Performance Scheme, compared to the previous year. The values are shown in **table 5a**.
- **C_{correttivo}**: is the coefficient that takes into account the RU punctuality standard in the year in question, based on the values shown in tables 5b (passenger trains) and 5c (freight trains).
- **P_{sop}**: is the coefficient that takes into account, for each each scheduled train*km path that is cancelled.
- **C_{sop}**: is the coefficient that takes into account the class of trains, with regard to the application of any penalties for cancellations. The values are shown in **table 6**.

3.1 Relations between the IM and RU

The IM shall pay to the RU that owns the train the penalties corresponding to the unitary Performance Scheme Penalty multiplied by the sum of the products of the justified delay deltas valid for the purpose of Performance Scheme accrued along the entire train journey, and caused by the IM, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

$$P_{F1} = P_u * \sum (M_{GI} * C_t * C_{cat} * C_{rit}) + P_s * \sum (S_{GI} * P_{sop} * C_{sop})$$

where:

P_{F1} is the flow that the IM shall pay to the RU, and which must be calculated for each RU.

P_u is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

P_s is the unitary penalty for each cancelled train, equal to $120 * P_u$

M_{GI} are the minutes attributed to the Infrastructure Manager.

C_t, C_{cat}, C_{rit} e C_{sop} are the coefficient values as previously defined.

S_{GI} is the number of trains concerned by a (full or partial) cancellation measure, for which the IM is responsible.

P_{sop} is the ratio of the train*km cancelled because of the IM and the value of the scheduled train*km relating to the paths concerned by a partial or total cancellation.

The RU owning the train shall pay to the IM the penalties corresponding to the unitary Performance Scheme Penalty multiplied by the sum of the products of the justified delay valid for the purpose of the Performance Scheme (PS) accrued along the entire train journey, and caused by the RU, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

$$P_{F2} = P_u * \sum (M_{IF} * C_t * C_s * C_{cat} * C_{rit})$$

where:

P_{F2} is the flow that the RU shall pay to the IM, and which must be calculated for each RU

P_u is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

M_{IF} are the minutes attributed to the Railway Undertaking owning the train valid for the purpose of the Performance Scheme

$C_t, C_s, C_{cat}, C_{rit}$ and C_{sop} are the values of the coefficients as defined above

The annual economic flow between the IM and each RU shall not exceed 5% of the total access charge recorded during the year.

Without prejudice to the regulation of the Performance Scheme, for penalty calculation purposes, at the conclusion of the accounting process, two separate reports shall be prepared, one for IM-RU passengers and one for IM-RU freight.

For each of the two reports, if there is found to be a residual amount payable to the IM, 80% of this sum shall be redistributed to each RU of the sector in proportion to the commercial tr*km developed over the reference year in punctuality (RU standard) by each RU.

The volumes of commercial tr*km in punctuality shall be multiplied by the coefficient C_p calculated as the sum of the basic coefficient C_{Base} linked to the improvement in performance, compared to the previous year, in terms of tr*km in punctuality, referred to the RU standard, according to the values shown in table 5a and by a corrective coefficient $C_{correttivo}$ linked to the RU standard of punctuality in the year in question, according to the values shown in tables 5b, 5c (passenger trains) and 5d (freight trains).

The residual amount of the balance, if any, in favour of the IM, equal to 20% of the total amount, shall then be re-invested in services to the RU, such as, for example, station cleaning, enhancing the efficiency of the freight/passenger facilities, implementing/developing information services, passenger information, passenger waiting rooms.

Regarding the paths involved in maintenance operations, the days and paths interfering with the maintenance operations, and the ensuing increased travel time (in minutes), which shall entail no penalty for the IM, shall be defined and declared in the contract.

3.2 Relations between RUs

Finally, **each RU shall pay to each other RU through the IM**, the penalties corresponding to the sum of the value of the unitary Performance Scheme Penalty multiplied by the number of justified valid for the purpose of the Performance Scheme (PS) attributed to the responsibility of the RU itself suffered by the trains of the other RU, and by the number of cancelled trains due to the responsibility of the other RUs, by the values of the coefficients drawn from the respective tables, as defined in the following algorithm:

$$P_{F3} = P_u * \sum (M_{AB} * C_t * C_{cat} * C_{rit}) + P_s * \sum (S_{AB} * P_{sop} * C_{sop})$$

where:

P_{F3} is the flow that the RU shall pay to the other RU, and which shall be calculated for each RU vis-à-vis each other RU

P_u is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

P_s is the unitary penalty for each cancelled train, equal to $120 * P_u$

M_{AB} are the minutes attributed to the Undertaking A caused to trains belonging to the Undertaking B valid for the purpose of the Performance Scheme.

S_{AB} is the number of trains of the RU B concerned by a (total or partial) cancellation measure, due to the responsibility of the RU A.

C_t , C_{cat} , C_{rit} and C_{sop} are the values of the coefficients as defined above.

P_{sop} is the ratio of the train*km of the RU B cancelled due to the responsibility of the RU A to the value of the scheduled trains*km relating to the paths concerned by a partial or total cancellation.

TABLES FOR DETERMINING THE VALUE OF THE COEFFICIENTS CONTAINED IN THE PENALTY CALCULATION ALGORITHM

C_t : coefficient that takes into account the type of line producing the delay delta. The detailed lines/sections contained in each aggregate are made available via the ePIR portal.

Table 1: C_t (Section coefficient)

C_t (Section coefficient)	
High speed network	2.5
Fast lines (DD)	2.5
National Centre-North corridors	1.0
Lines linking to European networks	1.5
National Centre-South corridors	1.0
Other lines	1.0
Nodes	2.5
Suppl. – Secondary network	0.5
Suppl. network – Freight routes	0.5

C_{rit} : coefficient that takes into account:

- the delay accrued by the train in question for freight trains;

- the mean and maximum delay recorded at arrival in the stations where the train operates a commercial service for passenger trains.

 Table 2a: C_{crit} (Ordinary / Extraordinary Freight Trains)

Delay to destination	C _{crit}
≤ 5'	0.25
≤ 15'	0.25
≤ 30'	0.50
< 60'	1.00
< 120'	1.25
< 180'	1.50
≥ 180'	2.00

 Table 2b: C_{crit} (Ordinary / Extraordinary Regional Trains)

Average delay (at stations with passenger services)	Maximum delay (at stations with passenger services)						
	REG	≤ 5'	≤ 15'	≤ 30'	< 60'	< 120'	≥ 120'
	≤ 5'	0.25	0.50	0.75	1.00	1.25	1.50
	≤ 15'	-	1.00	1.25	1.50	2.00	2.50
	≤ 30'	-	-	1.50	1.75	2.25	2.75
	< 60'	-	-	-	2.00	2.50	3.00
	< 120'	-	-	-	-	3.00	3.50
	≥ 120'	-	-	-	-	-	4.00

 Table 2c: C_{crit} (Market / Universal Service Trains, ordinary and extraordinary)

Average delay (at stations with passenger services)	Maximum delay (at stations with passenger services)						
	Mercato/S.U.	≤ 5'	≤ 15'	≤ 30'	< 60'	< 120'	≥ 120'
	≤ 5'	0.25	0.25	0.50	1.00	1.50	2.00
	≤ 15'	-	0.50	0.75	1.25	1.75	2.25
	≤ 30'	-	-	1.25	1.50	2.00	2.50
	< 60'	-	-	-	2.00	2.50	3.00
	< 120'	-	-	-	-	3.00	3.50
	≥ 120'	-	-	-	-	-	4.00

Table 2d - Crit (Sending, Empty rolling stock and Isolated locomotives)

Crit
1

C_s : coefficient that takes into account the type of service provided by the RU that owns the train:

Table 3: C_s (Service coefficient)

C_s (Service coefficient)	
Market service	1.00
Universal and Regional service	0.75
Freight service	0.50
Sending, empty rolling stock and isolated locomotives	0.50

C_{cat} : coefficient that takes into account the class of the trains:

Table 4: C_{cat} (Class coefficient)

C_{cat} (Class coefficient)	
Timetable scheduled trains	1.00
Train services operated at short notice	0.50
Other types of scheduled operations (sending, empty rolling stock, isolated locomotives, military trains) provided at short notice	0.25

C_p : coefficient resulting from the sum of C_{Base} + $C_{Correttivo}$

Table 5a: C_{base}

C_{base}	
Var < 0%	1.00
0% < Var ≤ 10%	1.05
10% < Var ≤ 20%	1.10
20% < Var ≤ 30%	1.15
30% < Var ≤ 40%	1.20
40% < Var ≤ 50%	1.25
50% < Var ≤ 100%	1.30
Var > 100%	1.40

Var: Variation of trains*km regarding punctuality (Year X compared to X-1)

Table 5b: $C_{correttivo}$ for passenger regional trains

$C_{correttivo}$ for passenger regional trains	
Punt. IF < 82.5%	-0,2
82,5% ≤ Punt. IF < 85%	-0,15
85% ≤ Punt. IF < 87,5%	-0,1
87,5% ≤ Punt. IF < 90%	-0,05

90% ≤ RU Punct. < 92%	0
92% ≤ RU Punct. < 93%	0.05
93% ≤ RU Punct. < 94%	0.10
94% ≤ RU Punct. < 95%	0.15
95% ≤ RU Punct. ≤ 96%	0.20
96% ≤ RU Punct. < 97%	0.25
97% ≤ RU Punct. ≤ 98%	0.30
98% ≤ RU Punct. < 99%	0.35
99% ≤ RU Punct. ≤ 100%	0.40

RU Punct.: RU passenger punctuality (%) in the year of final accounts PR

Table 5c - CCorrettivo for passenger long haul trains

C_{Correttivo} for passenger long haul trains	
RU Punt. < 72.5%	-0,2
72,5% ≤ RU Punt. < 75%	-0,15
75% ≤ RU Punt. < 77,5%	-0,1
77,5% ≤ RU Punt. < 80%	-0,05
80% ≤ RU Punt. < 84%	0
84% ≤ RU Punt. < 86%	0,05
86% ≤ RU Punt. < 88%	0,10
88% ≤ RU Punt. < 90%	0,15
90% ≤ RU Punt. ≤ 92%	0,20
92% ≤ RU Punt. < 94%	0,25
94% ≤ RU Punt. ≤ 96%	0,30
96% ≤ RU Punt. < 98%	0,35
98% ≤ RU Punt. ≤ 100%	0,40

RU Punt.: RU passenger LH punctuality (%) in the year of final accounts PR

Table 5d: Ccorrettivo for freight trains

C_{correttivo} for freight trains	
RU Punct. < 80%	-
80% ≤ RU Punct. < 82.5%	0.05
82.5% ≤ RU Punct. < 85%	0.10
85% ≤ RU Punct. < 87.5%	0.15
87.5% ≤ RU Punct. ≤ 90%	0.20
90% ≤ RU Punct. < 92.5%	0.25
92.5% ≤ RU Punct. ≤ 95%	0.30
95% ≤ RU Punct. < 97.5%	0.35
97.5% ≤ RU Punct. ≤ 100%	0.40

RU Punct.: RU freight punctuality (%) in the year of final accounts PR

Table 6: C_{Sop} (Coefficient of cancellation)

C_S: coefficient of cancellation	
Market / Universal Service (ordinary and extraordinary)	1
Regional Transport (ordinary and extraordinary)	1
Freight (ordinary and extraordinary)	1
Sending, isolated rolling stock, local freight trains	0