



# **2023 Network Statement**

## *Umbrian Regional Railway Infrastructure*



December 2021 edition

## **URRI Network Statement 2023**

*Updated in accordance with the CEO Provisions No.25 of 10  
December 2021*

*General changes*

Alignment of the standard contract and framework agreement schemes to European and national legislation on tax and privacy matters. (December 2020)

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Adaptation of the User Contracts and Framework Agreements to the new procedures regarding the personal data protection and model 231 (December 2021)

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Elimination of references to freight and dangerous goods traffic which are not offered on the Umbrian regional network. (December 2020)

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Date adjustment of the capacity allocation process with reference to the 2021/2022 Service Hours. (December 2020)

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Chapter 6 update with the addition of the numerical values of the new tariffs to be applied for the 2021/2022 Service Hours. (December 2020)

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Chapter 6 update with the addition of the numerical values of the tolls to be applied for the 2022/2023 Service Hours. (December 2021)

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Update of references to the Ministry of Sustainable Infrastructures and Mobility (December 2021)

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*New entries/deletions*

Par. 5.4.2. Introductions of the conditions for a possible future offer of the PRM assistance service (December 2020)

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Appendix 5 to Chapter 2 acceptance format of the general contract conditions for the non-IF train path applicant (December 2021)

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Appendix 1 to Chapter 3 Introduction of the table of service locations open to passenger services (December 2020)

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Appendix 1 to Chapter 4 Introduction of format for the request for framework capacity (December 2021)

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*Changes:*

Glossary, introduction, definition of the 'one-stop shop' pursuant to art. 12 of EU Regulation 2016/796 (December 2021)

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Par. 1.3. Regulatory source update (December 2020)

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Par. 1.3 Legal Framework, insertion of a reference to Law 130 of 16 November 2018 (December 2021)

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Par. 1.3. Regulatory source update (December 2021)

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Par. 1.6.2. NS update and publication process description (December 2020)

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Par. 2.2.2.2. Harmonised Safety Certificate presentation when signing the contract (December 2021)

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Par. 2.3.1. introduction of prior TRA authorisation requirement for QA modification (December 2021)

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Par. 2.3.1. the increases in QA capacity over 10% can only relate to frequency increases (December 2021)

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Par. 2.3.1 in compliance with Transport Regulation Authority (TRA) Resolution 158/2021, restoration of the term of 10 days for submission of acceptance of the Framework Agreement (FA) to the IM

Par. 2.3.1.3 addition of the clarification of the force majeure clause excluded from the termination hypotheses (December 2020)

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Par. 2.3.2.1 Harmonised Safety Certificate presentation when signing the contract (December 2021)

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Par. 2.3.2.1 Safety certificate true copy delivery among the required documentation (December 2021)

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Par. 2.3.2.1.1. payment of the instalments relating to the ANSFISA loan, pursuant to Article 15, paragraph 2, lett. b), of Legislative Decree 50 of 14 May 2019, is one of the preparatory requirements for signing the contract  
harmonisation of the timing for the payment of the entire amount due, with those provided for in the ordinary process of stipulating user agreements

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Par. 2.3.2.2. Possibility of a security deposit of two months instead of presenting the surety (December 2020)

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Par. 2.3.2.3 summary and reference to the insurance regulations in the annex (updated December 2021)

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Par. 2.3.3.1 Specification that the information obligations towards the end user are in compliance with Reg. EC 1371/2007

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Par. 2.3.3.1 Introduction of the obligation on the part of the IM and the RU to transmit complaints rejected on account of a lack of competence, in accordance with TRA Resolution 28/2021

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Par. 2.3.3.3. Reference to ERA added (December 2020)

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Par. 2.3.3.5 New pro-market specifications relating to the process of communicating interruptions for work on the infrastructure (December 2020)

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Par. 2.3.3.5 introduction of communications from works of the infrastructure of the new activations 24 months prior (December 2021)

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Par. 2.3.3.5 specification that the missions and the date of the scheduling measures are shared with the RUs during the discussion phase during the definition of the scheduling measures

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Par. 2.3.3.7. Introduction of regulatory framework

Update of information exchange procedure between IM and RU in order to implement the necessary initiatives to control the risks associated with the service performed (Article 5 paragraph 4 of Legislative Decree 162/07) (December 2020)

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Par. 2.6 In compliance with requirement 2.3.2 of TRA Resolution 158/2021 the sub-section has been updated with the inclusion of information regarding methods and costs of the verification of train /line-section compatibility

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Appendix 1 to chapter 2 adaptation of the User Agreement model to the regulatory changes on privacy, anti-corruption and cyber security (December 2021)

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Appendix 2 to chapter 2 adaptation of the Framework Agreement model to the regulatory changes on privacy and anti-corruption (December 2021)

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Appendix 3 to chapter 2 adaptation of the PSO transport Framework Agreement model to the regulatory changes on privacy and anti-corruption (December 2021)

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Appendix 3 to chapter 2 reference to the negotiation between the Applicant and the RU for the definition of the minimum quality standards and the relative penalty system

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Appendix 4 to chapter 2 update of the operating procedure on the public disclosure process in the event of a snow/frost emergency (December 2020)

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Par. 3.9. Use of line-specific values for capacity calculation and exclusion of isolated time slots from penalties according to 5.6.4. Specification on saturation

declaration for sections with at least three consecutive saturated time slots and how to calculate penalties. (December 2020)

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Par. 4.3.1. Update of the terms of the allocation process (December 2021)

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Par. 4.3.2. Inclusion of the specification of the possibility for the IM to re-plan an assigned railway path if re-planning becomes necessary in order to reconcile as effectively as possible all path requests and if it is approved by the applicant to which the path had been assigned (requirement 4.3.1, TRA Resolution 158/2021)

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Par. 4.3.3. Change of time table for interim adjustment (December 2020)

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Par. 4.3.3. Change of time table for interim adjustment (December 2021)

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Par. 4.3.4. New delivery times for commercial scheduling measures (December 2021)

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Par. 4.4.1.1 elimination, pursuant to requirement 4.3.2. of TRA Resolution 158/2021

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Par. 4.4.1.2 Adaptation of the coordination procedure to the provisions of art. 10, par. 5, of Regulation 2016/545/EU (December 2020)

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Par. 5.2. Adaptation of the description of the Public Information (IaP) included in the MAP to the new RFI CoP 365/RFI procedure of 01/04/2021 (December 2021)

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Par. 5.5.2 proposal for streamlining the process of requesting and providing customised public information (December 2020)

Introduction of the description of the complementary HUB information system (December 2020)

Adaptation of the description of the complementary information to the new RFI CoP 365/RFI procedure of 01/04/2021 (December 2021)

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Par. 6.2. reference to the methodological document sent by the IM to the TRA with a note dated 17 November 2020 (Article prot. 18147/2020). (December 2020)

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Par. 6.3.1. new MAP tariffs after sending the tariff proposal to TRA

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Par. 6.3.3.2 reference to a possible introduction of an extra MAP tariff for the PRM assistance service (December 2020)

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Par. 6.3.4.1. New specifications regarding customised public information. (December 2020)

Introduction of the complementary HUB information system (December 2020)

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Par. 6.4 Alignment of the Performance Regime regulation with the provisions of the annexes to TRA Resolutions no. 70/2014 point 7.6.1 no. 76/2014 point 6.2.4 (December 2020)

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Appendices to Chapter 6 - Part B introduced a time line for the presentation of any corrections by the RUs to the paths/services reported in order to further regulate the process (updated December 2021)

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Appendices to Chapter 6 - Part C Alignment of the Performance Regime regulation with the provisions of the relevant regulatory changes

## Summary

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## **GLOSSARY (UPDATED IN DECEMBER 2021)**

### **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

### **ANSFISA ONE-STOP SHOP (SPORTELLINO UNICO ANSFISA)**

An information and communication system set up and managed by ANSFISA in a manner compliant with art. 12 of EU Regulation 2016/796, the functions of which are as follows: a) single entry point, to which the applicant submits the application files relating to authorisations by type, authorisations for placing a vehicle on the market and single safety certificates; b) a common information-exchange platform, providing ANSFISA and national authorities supervising matters relating to safety with information concerning all applications for authorisation and single security certificates, the stages of these procedures and their results, and also, wherever appropriate, the requests and decisions of the Board of Appeal; c) a common platform for the exchange of information, providing ANSFISA and the national safety authorities with information on requests for approval on the part of ANSFISA and applications for authorisation of trackside control-command and signalling sub-systems comprising equipment forming part of the European Train Control System (ETCS) and/or the Global System for Mobile Communications - Railways (GSM-R), information on the stages of these procedures and their results and also, wherever applicable, on the requests and decisions of the Board of Appeal; d) a 'rapid alert system' capable of identifying at an early stage any requirements for coordination between the decisions to be adopted by the national safety authorities and by the Agency in the case of different applications requiring similar authorisations or single safety certificates.

### **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 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"

**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

**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 Sustainable Infrastructures and Mobility 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

**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

**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

**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

**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 Sustainable Infrastructures and Mobility

**LIMITED CAPACITY INFRASTRUCTURE (INFRASTRUTTURA A CAPACITA' LIMITATA)**

the sections of Umbrian Regional Railway Infrastructure, which feature a level of utilise 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

**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 AND ROAD AND MOTORWAY INFRASTRUCTURE SAFETY AGENCY (ANSFISA - AGENZIA NAZIONALE PER LA SICUREZZA DELLE FERROVIE E DELLE INFRASTRUTTURE STRADALI E AUTOSTRADALI)**

The Agency, which universally took the abolished ANSF (National Rail Safety Agency), is made up of two distinct divisions in charge of the duties attributed by Legislative Decree no. 109/2018, converted with amendments by Law no. 130/2018, respectively on railway safety and on the safety of road and motorway infrastructures.

**NETWORK (RETE)**

the entire railway infrastructure managed by an infrastructure manager

**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)

**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

**ALTERNATIVE PATH (PERCORSO ALTERNATIVO)**

a different path between the same origin and the same destination, it being understood that between the two paths there is a relationship of interchangeability for the purposes of the management, by the railway undertaking, of the freight or passenger transport service in question

**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

**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

**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

**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 1/2012, 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

**RE-ROUTING (DEVIAZIONE)**

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

**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 (SERVIZI)**

the rail-related services provided by the IM to the RUs and classified according to article 13 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

**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

**STATION PROGRAMME (PROGRAMMA DI STAZIONE)**

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

**DWELL (STAZIONAMENTO)**

the stop time of a convoy on the tracks, wherever located

**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

**TRANSPORT SERVICES FRAMEWORK AGREEMENT (ACCORDO QUADRO PER SERVIZI)**

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

**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

**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 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 and art. 47, paragraph 4, of Law Decree no. 50 dated 24 April 2017 operates under the Deed of Concession of the Umbria Region (Index No. 53372, Protocol No. 264675 of 12 December 2018) as Manager of the Umbrian Regional Railway Infrastructure (URRI).

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 the Umbrian Regional Railway Infrastructures and to benefit the services connected to the infrastructure provided by RFI itself.

The definition of the regulatory framework for access to the infrastructure and the principles and procedures for the allocation of capacity as well as the general regulatory guidelines relating to the production of services, may be subject to adaptation pursuant to what will be contained in the provisions adopted by the TRA pursuant to art. 37 of Law Decree 201/2011 (converted into law, with amendments, by law no. 214 of 22 December 2011).

Any additions/changes that the IM should make in the course of validity will be made available in the manner provided for in par. 1.6.2. second point.

## 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.

## 1.3 LEGAL FRAMEWORK (UPDATED IN DECEMBER 2021)

### ***Community legislation:***

- 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 96/48/CE relating to the interoperability of the trans-European high-speed rail

- system and European Parliament and Council Directive 2001/16/EC on the interoperability of the trans-European conventional rail system;
- Regulation (EC) No. 1370/2007 of the European Parliament and of the Council of 23 October 2007 relating to public passenger transport services by road and rail and repealing Council Regulations (EEC) 1191/69 and (EEC) 1107/70;
  - Regulation (EC) No. 1371/2007 of 23 October 2007 on rail passengers' rights and obligations;
  - 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);
  - Decision 2011/633/EU relating to the Infrastructure Register;
  - Directive 2012/34/EC of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area
  - Commission Regulation (EU) 1300/2014 of 18 November 2014 on the technical specifications for interoperability for the accessibility of the Union railway system for people with disabilities and PRMs.
  - Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Implementing Regulation (EU) No. 870/2014.
  - Regulation (EU) 2016/545 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 regarding the opening of the market for national rail passenger transport services 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 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.
  - EU Regulation 2021/782 of the European Parliament and of the Council of 29 April 2021 on the rights and obligations of passengers in rail transport (recast)

***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) 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.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";

- DM 28 October 2005 on "rail tunnel safety", limitedly to the fire fighting requirements on board trains;
- 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. 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;
- 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 5 April 2013 on the "Definition of energy-intensive industries" (OJ of 18 April 2013);
- Legislative Decree 70/2014 "Sanctions applicable to the violation of the provisions of Regulation (EC) No. 1371/2007 on rail passengers' rights and obligations;
- 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";
- Resolution of the Transport Regulation Authority no. 76 of 23 March 2014 on "Indications and requirements relating to the 2015 network statement, presented by the national railway network manager, R.F.I. S.p.A";
- 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"
- Resolution of the Transport Regulation Authority no. 104 of 4 December 2015 on "Indications and requirements relating to the 2017 network statement, in effect since 11/12/2016;
- Resolution of the Transport Regulation Authority no. 140 of 30 November 2016 on "Indications and requirements relating to the 2018 network statement, presented by the national railway network manager, R.F.I. S.p.A and 2017 network statement in force. Indications relating to the preparation of the 2019 Network Statement
- 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 Decree no. 50 of 24 April 2017, converted with law no. 96 of 21 June 2017, for which the Regions can conclude agreements and stipulate contracts to regulate the implementation of interventions on the regional railway network or the takeover of RFI in the management of the regional railway networks
- Law 130 of 16 November 2018 on the subject of: "Conversion into law, with amendments, of Decree Law 109 of 28 September 2018, containing urgent provisions for the city of Genoa, the safety of the national infrastructure and transport network, the earthquakes occurring in 2016 and 2017 and work and other emergencies."

- Resolution of the Transport Regulation Authority no. 106/2019 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 Regulatory Authority no. 121 of 11 December 2018 relating to "Access to the Umbrian regional railway infrastructure and determination of the related access fees";
- 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 Regulatory Authority no. 28/2021 containing "Measures concerning the minimum content of the specific rights that users of rail and bus transport services can demand from service and related infrastructure managers with regard to claim management".

**Regional sources:**

- Resolution no. 1332 of November 19, 2018 of the Umbrian Regional Council which approves the scheme of the deed of Concession and the Planning Agreement referred to in the agreement of December 15, 2017
- Deed of concession (Index No. 53372, Protocol No. 264675 of 12 December 2018) to RFI S.p.A. for the management of the Umbrian regional railway infrastructure.

## **1.4 LEGAL STATUS**

### **1.4.1 General information**

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 Umbria Regional Railway 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 of Umbrian regional network to the Transport Regulation Authority (TRA), by email to: [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it)

**Contacts:**

Autorità di Regolazione dei Trasporti

Via Nizza 230, 10126 Torino

Telephone: 011.0908500

E-mail: [segreteria@autorita-trasporti.it](mailto:segreteria@autorita-trasporti.it)

Certified e-mail: [pec@pec.autorita-trasporti.it](mailto: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 NETWORK STATEMENT VALIDITY

### 1.6.1 Validity Period

This document provides:

- the rules and procedures governing capacity requests and the related allocation process entering into effect on 11 March 2022, with regard to the working timetable from 11 December 2022 to 9 December 2023;
- 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 11 December 2022 to 9 December 2023.

### 1.6.2 Updating process

The NS is updated by RFI by preparing a first draft after consulting all the interested parties referred to in art. 14, paragraph 1, of Legislative Decree 112/15. At the end of the consultation phase, the IM sends the draft of the updated NS to the Regulatory Body for any further indications and/or instructions for the purpose of publishing the final document.

Any changes made to this document, and relating to the working timetable from 11 December 2022 to 9 December 2023, 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 2023. 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](http://www.rfi.it)).

In particular, in relation to the ordinary updating of the NS, the preparation phases and the related timeframe are shown below:

- a) within 30 June of year X-2: publication of the draft for consultation of the NS X and related communication to the Authority;
- b) within 30 July of the year X-2: deadline for submitting observations by the parties concerned;
- c) within 20 August of year X-2: publication of the observations received by the parties concerned;
- d) within 30 September of year X-2: publication of the final draft of NS X; at the same time as publication, the IM must send the Authority: the final draft of the NS, a copy of the observations made by each of the parties who participated in the consultation and the related reasons for the acceptance or rejection of the same by the IM; a detailed list of all the changes introduced in the NS, with related accompanying report illustrating their meanings and underlying reasons;
- e) publication of the final version of the NS X at least four months before the expiry of the deadline for submitting annual capacity requests referring to the X-1/X time table, in compliance with any instructions and indications of the Authority referred to in Article 14, paragraph 1, of legislative decree 112/2015. The name of the NS must therefore be "NS X".

## **1.7 PUBLISHING**

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](http://www.rfi.it) > Servizi e Mercato > Per accedere alla rete > Prospetto informativo della rete.

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.

# SECTION 2 – ACCESS CONDITIONS

## 2.1 INTRODUCTION

This Section describes the rail access and utilises and contract management procedures, based on the applicable domestic regulations and the terms and conditions of contract defined by the IM.

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 2021)

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. In any case, the safety certificate shall be presented to IM within the deadlines referred to in par. 2.3.2.1.

In the event of any requests filed 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.

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 License (updated in December 2021)**

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

***Contacts:***

Ministero delle Infrastrutture e della Mobilità Sostenibili  
Dipartimento per la programmazione strategica, i sistemi infrastrutturali, di trasporto a rete,  
informativi e statistici

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### **2.2.4 Single Safety Certificate**

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 ANSFISA 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 e 2.3.2.3., respectively.

## **2.3 GENERAL BUSINESS/COMMERCIAL CONDITIONS**

### **2.3.1 Framework Agreement (updated in december 2021)**



## 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;
- IV. 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), which achievement constitutes a commitment for the IM, expect for cases in which different values derive from a different planning by the Applicant or by the Rail Undertaking fostering for the service.
- 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).

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. A duration of more than 5 years is allowed, if motivated by the existence of specific commercial contracts, connected to investments or risks of particular importance, strictly connected to the use of the capacity acquired with the framework agreement or to the signing of contracts relating to public service obligations.

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 local transport services.

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, the Framework Agreement deadline may not be changed, a Framework

Agreement may be renewed only once and only with the express permission of ART; this authorisation must be submitted to the IM together with the renewal request according to the schedule in par. 4.3.1.

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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 ePIR 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 (updated in december 2021)**

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 exclusively concern increases in capacity frequency already assigned in the Framework Agreement and may be granted by the IM 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.

The stipulation of the amendment deed will result in a change in the amount of the surety already submitted, in reduction or increase according to the cases described above of reduction or increase in the requested capacity which provide for an amended QA deed.

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 (other than RU) 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 section 6. 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.

##### **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 € 1.000.000,00 (one 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 without prejudice to any force majeure, 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 2021)**

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;
- true copy (or authenticated copy) of the Safety Certificate;
- 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 7 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. (see paragraph 4.6.1 and 4.6.2).

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 (updated in December 2021)**

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 and the amounts due for the ANSFISA loan pursuant to art.15, paragraph 2, lett. b), of Legislative Decree 50 dated 14 May 2019, it shall be required, within the 25 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 I 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.

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.

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 (or to pay one/two months in advance), 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 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 referred to in this paragraph 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 Contract.

### 2.3.2.3 Insurance covers (updated in December 2021)

As regards insurance covers, in connection with the execution 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;

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.

No additional sub-limits are allowed for damages related to the execution 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 Umbrian Regional Railway 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 according to the format indicated by the IM in Appendix 7 to this chapter.

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 30 days from the request to the Insurer;



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 Insured is responsible under the law, excepting the case of wilful misconduct;
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.

#### **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 execution 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 execution 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 execution 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.

The information obligations of IM and RU towards passengers comply with the provisions of Regulation (EC) 1371/2007 of the European Parliament and of the Council and with those of the Authority's resolution no. 106/2018.

If the IM has been entrusted with Station Management functions by the Regional Authority of Umbria and rejects a complaint from railway transport users due to the fact that the complaint pertains to areas of competence of the RU, it shall transmit this complaint to the RU and at the same time shall inform the user of this measure. The RU is required to provide a response to the user, adopting the methods and timing specifically defined for a response to a complaint as referred to in TRA Resolution 28/2021. The same obligation is provided for in the event that the RU refuses a complaint from railway transport users as the complaint falls within the range of competence of the IM. In the latter case, the IM itself will provide a response to the user.

The methods adopted for the transmission of complaints rejected on account of the relative spheres of competence will be the subject of a specific memorandum of understanding established between the IM and the RU.

### **2.3.3.2 IM's Obligations**

The IM undertakes to:

- make available the railway infrastructure to 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.
- assure the maintenance and cleanliness of the public spaces in passenger stations;
- make available to the RU the technical and safety regulations and keep it informed of any amendments and/or additions thereto, with at least 15 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 ANSFISA (National Rail And Road And Motorway Infrastructure 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 ANSFISA, 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 National Rail And Road And Motorway Infrastructure Safety Agency (ANSFISA), in connection with the registration process;
- perform its operations on the Umbrian Regional Railway Infrastructure in accordance with the applicable regulatory framework and the Single Safety Certificate granted by the ANSFISA, i.e. the National Rail And Road And Motorway Infrastructure Safety Agency, or by the European Railway Agency (ERA);
- 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;
- 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 and on-board train services, in particular the location of the car used for PRM services.

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 2021)**

1. Within 24 months prior to the entry into force of the timetable the IM provides for a first publication, through specific documentation, the schedule of the maintenance/upgrading works that could entail a reduction of capacity during the timetable period (indicating the relevant period), as well as the main planned upgrading interventions, 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 carries out a consultation phase by sending the unavailability schedule to all Applicants and neighbouring IMs, one month before the publication described above, providing, in the event of a request, an alternative hypothesis for the execution of the work.

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

Subsequently, 19 months before the entry into force of the timetable, the IM sends the updated unavailability schedule to all Applicants and neighbouring IMs possibly involved for a second consultation phase, also including any interventions falling within point 2, publishing within 18 months,

the modified statement following coordination with neighbouring infrastructure managers and following the comments received in the second consultation with Applicants via the ePIR portal.

2. Within 12 months prior to the entry into force of the timetable the IM shall publish:
  - 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.
  - d) updates the infrastructure activation plan scheduled for the reference time.

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 6 months before the entry into force of the timetable, the IM:
  - announces the dates and methods of capacity restrictions relating to the unavailability programs published according to the procedure described in points 1 and 2;
  - 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;

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 NS.

4. 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.
5. 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).
6. The works of the type referred to in point 3 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.
7. Regarding the works of the type referred to in point 1,2, and 3 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.

8. 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:

1. at least 120 days beforehand the first date of circulation for passenger services;

The RU, within 10 calendar days from receiving the information addressed to all the accredited contacts, may formulate observations and/or amendment proposals, in respect of the later preparation of the scheduling measures (VCO).

9. The scheduling measures (VCO) shall be delivered by the IM:
- a) at least 60 days prior to the first transport service, in the case of the trains referred to in point 8a) above;
  - b) at least 30 days prior to the first transport service, in the case of the trains referred to in point 8b) above.

The issue and the validity date of the provisions will be shared with the RUs during the discussion phase for the definition of the scheduling measures.

10. 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 8, for the elements arising during the preparation of the scheduling measures.
11. The IM shall always provide for the issuing of VCOs in the wake of one or more scheduled capacity reductions (not due to force majeure events), as provided in point 8, in the following cases:

Passenger trains Daytime long distance trains

- delays > 30' on the entire path;
- delays > 15' on the entire path, for more than 5 consecutive days.

Passenger trains 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.

In all other cases, the IM communicates the estimated delay below the thresholds described above by means of a specific note to the RUs, attributing responsibility for the delay according to the causes provided for in the procedures in force.

12. 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.
13. 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 8 above, with as much advance notice as possible in respect of the commencement date of the works.
14. 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.
15. 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**

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 8 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 points 12 and 13 of paragraph 2.3.3.5 above, the delays built up on the paths shall be excluded.

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 8 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**

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 (Art 5(4) of Legislative Decree 162/07). Such measures shall be motivated and promptly notified to the ANSFISA, in accordance with the current regulations.

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 holding a Single Safety Certificate, 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 ANSFISA 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 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 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**

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, from where the staff responsible for coordinating and regulating rail services and supervising the maintenance and rehabilitation of the infrastructure.

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.

### 2.4.2 Management rules

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	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 service
1	National Premium OA trains – National Basic OA trains – International OA trains
2	Long distance PSO trains
3	Regional PSO trains
4	Technical services*

#### **Night slots 22.00-6.00**

Management principles	Type of service
1	National Premium OA trains – National Basic OA trains – International OA trains
2	Long distance PSO trains
3	Regional PSO trains
4	Technical services*

\* 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;

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 for delays attributable to RFI.

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 RFI website.

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.

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.

### **2.4.3 Disrupted traffic management**

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 Umbrian regional railway infrastructure, the IM will inform the RU regarding 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.

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, 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.

#### **2.4.4 Rail infrastructure clearance**

##### **2.4.4.1 Rail infrastructure clearance using emergency locomotives and/or back-up vehicles**

1. In cases when a train can no longer operate on the Umbrian Regional Railway 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 identifies, limited to the RUs that perform the service on the Umbrian regional railway network, the most appropriate resources with reference to those available pursuant to the following points.
2. To ensure the effective rail infrastructure clearance, each RU shall have at its disposal, for the entire period of operation of its trains, back-up diesel locomotives with suitable performance characteristics. The number of back-up locomotives at the disposal of the RUs, as required by the IM 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 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.
4. 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 contact persons with which the IM must interface, in the event 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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 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 Umbrian regional 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, limited to the RU's rolling stock operating on the Umbrian regional railway network:

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations 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, limited to the RU's rolling stock operating on the Umbrian regional railway network:

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations 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, 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 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, 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 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 limited to the RU's rolling stock operating on the Umbrian regional railway network – 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 limited to the RU's rolling stock operating on the Umbrian regional railway network – 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, 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.

#### **2.4.5 Inquiries concerning operating accidents / disruptions**

##### ***Inquiries by the Investigation Board set up by the Ministry of Sustainable Infrastructures and Mobility***

In the event of serious accidents, the Investigation Board (IB) set up by the Ministry of Sustainable Infrastructures and Mobility 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 (ANSFISA, 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 ANSFISA***

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 ANSFISA 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 ANSFISA 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 ANSFISA 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 ANSFISA, 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 ANSFISA 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 ANSFISA, 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 ANSFISA 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 Sustainable Infrastructures and Mobility.

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

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 VERIFICATION PROCESS OF THE TRAIN-LINE COMPATIBILITY FOR THE USE OF AUTHORISED VEHICLES (UPDATED IN DECEMBER 2021)

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. (see ANSF note dated June 17, 2019 prot. 12004).

In accordance with the provisions of RFI's Operating Instructions no. 27 of 18 December 2013, the charges (inclusive of VAT) payable by RUs for the preliminary investigation carried out by the IM, with a view to granting the train accessibility, are shown below.

These charges, which also apply if the IM approves the compatibility assessment of the train section submitted by the RU, as set out in the ANSF note prot. no. 12004/2019, refer to:

- 1) Examination of documentation
- 2) Study of the lines (mass per axle, mass per running metre, compliance with the gauge, absorptions and STB) for which the applicant is in possession of the Safety Certificate
- 3) Preparation of serviceability note
- 4) Preparation of note for insertion of serviceability conditions in service publications
- 5) Protocol and archiving

VEHICLES	COMMERCIAL CIRCULATION for vehicles that respect fiche 505.1	COMMERCIAL CIRCULATION for vehicles that do not respect fiche 505.1	CIRCULATION FOR TESTS for vehicles that respect fiche 505.1	CIRCULATION FOR TESTS for vehicles that do not respect fiche 505.1
Electric or diesel multiple-unit	€ 285,25+ 62,76 (VAT) in addition	€ 407,50+89,65 (VAT) in addition	€ 285,25+62,76 (VAT)	€ 407,50+89,65 (VAT)

	€ 40,75+8,97 (VAT) for DTP	€ 81,50+17,93 (VAT) for DTP		
<b>Locomotives</b>	€ 203,75+44,83 (VAT)	€ 305,63+67,24 (VAT)		
	in addition	in addition	€ 203,75+44,83 (VAT)	€ 305,63+67,24 (VAT)
	€ 40,75+8,97 (VAT) for DTP	€ 81,50+17,93 (VAT) for DTP		
<b>Driving coaches</b>	€ 152,81+33,62 (VAT)	€ 203,75+44,83 (VAT)	€ 152,81+33,62 (VAT)	€ 203,75+44,83 (VAT)
<b>Towed on-track machines</b>	€ 101,88+22,41 (VAT)	€ 152,81+33,62 (VAT)	€ 101,88+22,41 (VAT)	€ 152,81+33,62 (VAT)
<b>Shunting locomotives</b>	€ 152,81+33,62 (VAT)	€ 203,75+44,83 (VAT)	€ 152,81+33,62 (VAT)	€ 203,75+44,83 (VAT)
<b>Vehicles for infrastructure diagnostics</b>	See amounts for the reference category	See amounts for the reference category	See amounts for the reference category	See amounts for the reference category
<b>Historic rolling stock</b>	=====	=====	=====	=====

## 2.7 STAFF ACCEPTANCE PROCESS

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 ANSFISA. The safety staff shall be required to hold and present suitable ID and qualifications to the authorised ANSFISA, 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 (updated in December 2021)

#### Standard Form of Access Contract (\*)

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, on the basis of that established in the Deed of Concession of the Umbria Region (Index No. 53372, Protocol No. 264675 of 12 December 2018), is the concessionaire for the management of the Umbrian regional railway infrastructure and in this capacity carries out the functions referred to Legislative Decree no. 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 Sustainable Infrastructures and Mobility, for providing rail services (specify the type of service as indicated in the entitlement document) ..... on the Umbrian regional rail network [only if possession of this document is required under the applicable law];
- f) the RU holds the single safety certificate part A no. .... and part B no. .... issued by the Agenzia Nazionale per la Sicurezza delle Ferrovie e delle Infrastrutture stradali e autostradali (the National Rail And Road And Motorway Infrastructure Safety Agency, abbreviated as ANSFISA)/ERA;
- 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 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 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 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.

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;
- 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 vehicles – (see par. 2.4.4.1 of the NS);
- Allegato 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 and 1b [SPECIFY WHETHER PROVIDED ON A DIGITAL MEDIUM] functional to the operation of the following train services ..... (national long-distance passenger / national short-distance passenger) 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.
- 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, and 4.6.3 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] (calculated on the basis of 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 8**

#### **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 f) 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 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

As it is stipulated in the form of an exchange of correspondence, this Contract is subject to the obligation of registration and stamp duty only in case of use, pursuant to Article 1 of the Tariff, Part II, annexed to Presidential Decree no. 131/1986" and Article 24, of the Tariff, Part II, annexed to Presidential Decree no. 642/1972.

#### ARTICLE 13

##### Processing of Personal Data

###### Purposes of the processing and legal basis

In the course of carrying out the activities related to the conclusion and execution of this Contract, each of the Parties shall process personal data referring to employees and/or collaborators of the other Party. By signing the Contract, the Parties mutually undertake to observe all the obligations deriving from the legislation on the Protection of Personal Data, in particular the provisions of EU Regulation 679/2016 (GDPR) and Legislative Decree 196/2003 (Privacy Code), as amended by Legislative Decree 101/2018, on the protection of personal data, as well as with all legal regulations applicable from time to time.

The Parties undertake to conduct their personal data processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the data subjects, and solely and exclusively for the purposes of concluding and executing this Contract (Legal basis: *Contractual*), as well as any legal obligations (Legal basis: *Legal*).

###### Types of personal data

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

- **Data of the contracting parties' representatives:** personal data, tax code, identification documents (Driver's license/ID/Passport numbers), contact details (registered e-mail, e-mail, telephone contacts).
- **Common personal data referring to the contractors' employees:** personal data (name, surname, date of birth, tax code), identification document (driver's license/ID/ Passport number), contact details (registered e-mail, e-mail, telephone contacts), vehicle number plate.

This data will be processed by computer and on paper in such a way as to guarantee appropriate security and confidentiality measures.

**Contact details of Data Controllers and DPOs**

For the performance of this Contract, the contact details of the Data Controllers and the respective Data Protection Officers (DPO) are:

**For Rete Ferroviaria Italiana SpA:**

The **Data Controller** is R.F.I. S.p.A. represented by the Chief Executive Officer, who can be contacted at the email address [titolaretrattamento@rfi.it](mailto:titolaretrattamento@rfi.it) with registered office in Rome, Piazza della Croce Rossa 1.

The **Data Protection Officer** can be contacted at [protezionedati@rfi.it](mailto:protezionedati@rfi.it)

**For the Railway Undertaking:**

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 under this Contract shall be processed by each Party only for the period of time necessary to fulfil the above purposes. If accounting and administrative requirements require it to be kept for longer periods, it shall be kept for a period of time not exceeding 10 years from the expiry of this Contract.

**Rights of Data Subjects**

The EU Regulation 679/2016 (Articles 15 to 23) confers specific rights on data subjects. In particular, in relation to the processing of their personal data, data subjects have the right to request access, rectification, erasure, restriction, objection and portability; they may also lodge a complaint with the Supervisory Authority, which in Italy is the Garante per la Protezione dei Dati Personali. In this regard, each of the Parties undertakes to guarantee the exercise of such rights by the interested parties. Furthermore, it expressly declares to have duly informed its employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

**ARTICLE 14**

**Code of ethics 231 Models**

**Anti-Bribery Management System**

1. The Parties state that they are aware of the content of Legislative Decree 231/2001 on the administrative liability of entities and that they adopt and implement the organisation, management and control models and codes of ethics in compliance with the guidelines of the aforementioned Legislative Decree no. 231/2001.

2. The Parties, in carrying out the activity covered by this Agreement also undertake, also for their own directors, auditors, employees, and/or collaborators, pursuant to art. 1381 of the Italian Civil Code, in compliance with the principles:

- a) contained in the Code of Ethics respectively adopted, which for RFI is the Code of Ethics of the Ferrovie dello Stato Italiane Group, as an integral part of the "Rete Ferroviaria Italiana Organisational and Management Model defined pursuant to and for the purposes of Legislative Decree of 8 June 2001 , no. 231 ", published on the Rete Ferroviaria Italiana S.p.A. website [www.rfi.it](http://www.rfi.it); for [.....] .....
- b) which inspire the management, organisation and control models, aimed at preventing the offences envisaged by Legislative Decree no. 231/2001;
- c) of the Anti-bribery management system referred to in the UNI ISO 37001 standard, which defines the requirements and guidelines to the use of anti-bribery management systems.

3. It is understood that, in the event of a violation (i) of its Code of Ethics and/or (ii) of the principles underlying the management, organisation and control models, aimed at preventing the crimes envisaged by Legislative Decree no. 231/2001 and/or (iii) the principles of the Anti-bribery management system referred to in the UNI ISO 37001 standard, attributable to the responsibility of one of the Parties, also pursuant to art. 1381 of the Italian Civil Code, the non-defaulting Party will have the right to unilaterally terminate, by law and with immediate effect pursuant to art. 1456 of the Italian Civil Code, this Contract, to be communicated by registered letter, without prejudice in any case to any other legal remedy, including the right to compensation for any damage suffered.

**ARTICLE 15**

**IT security clause**

The Parties guarantee the security of the computer system used for the execution of the services covered by this contract, including the relative activities of transmission, reception, storage and electronic sharing of all the documentation necessary for the execution of this contract.

To this end, they undertake to: \

- a) comply with the following essential IT security controls:
1. appoint a contact person who is responsible for the coordination of information management and protection activities and computer systems;
  2. identify and comply with laws and/or regulations with relevance in terms of cyber security;
  3. ensure that all devices that allow it are equipped with regularly updated protection software (antivirus, anti-malware, etc.);
  4. ensure that the passwords are different for each account, with adequate complexity and with automatic blocking procedures following repeated attempts. The use of the most secure authentication systems offered by the service provider (i.e. two-factor authentication) is also evaluated;
  5. ensure that the personnel authorised to access IT services, remotely or locally, have personal user accounts that are not shared with others; that access is suitably protected; that old accounts that are no longer used are deactivated;
  6. ensure that personnel is adequately informed and trained on the risks of cyber-security and on the practices to be adopted for the safe use of company tools (i.e. recognising e-mail attachments, using only authorised software, blocking the device in case of non-use, etc.);
  7. ensure that the initial configuration of all the systems and devices is carried out by expert personnel, responsible for their safe configuration;
  8. ensure that encrypted network protocols are used (i.e. SSH, SSL) in case of use of web applications with access from the public network, or remote management of servers and network devices;
  9. ensure that information and data backups are periodically carried out and that such backups are kept securely and periodically verified, it being understood that, where required, the data will be made available promptly;
  10. ensure that networks and systems are protected from unauthorised access through specific tools (i.e.: Firewalls and other anti-intrusion devices/software);
  11. ensure that all software in use (including firmware) is updated to the latest version recommended by the manufacturer;

b1) for RFI to report as quickly as possible that you have suffered a possible cyber attack by contacting the number 331.6360190, or by writing to the e-mail address [securityincident@fsitaliane.it](mailto:securityincident@fsitaliane.it);

b2) (if applicable) for..... to report as quickly as possible that you have suffered a possible cyber attack by contacting the number....., or by writing to the e-mail address.....;

c) to carry out a back-up of the aforementioned electronic documentation on an off-line system in order to avoid, at least, the loss of the documents and, in the case of obligations with expiry imposed by contract or law, to produce the documentation according to a time line that allows compliance with the terms of law and contract, even in the event of a cyber attack;

d) in the event of an IT security incident, make yourself available to carry out the necessary checks on the minimum measures adopted pursuant to the previous letter a), in compliance with the legislation on the processing of personal data.

#### **ARTICLE 16** **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.

Rome,

Signature

(\* (\*) Upon conclusion of the contract, a proposal will be sent by RFI, to be signed for full and unconditional acceptance and returned by the RU.

Financial Overview

RAILWAY UNDERTAKING – (Customer Code .....

Timetable .....

Ref. to Programme of

ACCESS CHARGE + Services

Tr*km planned over the entire period		
	<b>Total</b>	Monthly advance

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

SERVICES		Planned per year	Quarterly plans for billing
<b>F</b>	<b>TOTAL SERVICES</b>		

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

**Standard Form of Framework Agreement**  
(updated in December 2018)

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;

- That with the Deed of Concession of the Umbria Region (Index no. 53372, protocol no. 264675 of 12 December 2018), was entrusted to R.F.I. S.p.A. the concession for the management of the Umbrian regional railway infrastructure;
- 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, paragraph 2.3.1 lett. 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, loading gauge;
- 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.

[Non-RU Applicant Case] The IM, in accordance with paragraph 2.3.3.5 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**

[Non-RU Applicant Case] 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 24<sup>th</sup> 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 12<sup>th</sup> month prior to the start date of the working timetable period*], the documents proving the availability of the rolling stock prototype for test purposes.

[RU Applicant Case] 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 4.4.7 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 10 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 Processing of Personal Data**

##### **Purposes of the processing and legal basis**

In the course of carrying out the activities related to the conclusion and the execution of this Agreement, each of the Parties shall process personal data referring to employees and/or collaborators of the other Party. By signing the Agreement, the Parties mutually undertake to observe all the obligations deriving from the legislation on the Protection of Personal Data, in particular the provisions of EU Regulation 679/2016 (GDPR) and Legislative Decree 196/2003 (Privacy Code), as amended by Legislative Decree 101/2018, on the protection of personal data, as well as with all legal regulations applicable from time to time.

The Parties undertake to conduct their personal data processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the data subjects, and solely and exclusively for the purposes of concluding and executing this Agreement (Legal basis: *Contractual*), as well as any legal obligations (Legal basis: *Legal*).

##### **Types of personal data**

The personal data collected during the conclusion and execution of this Agreement fall into the following categories:

- **Data of the contracting parties' representatives:** personal data, tax code, identification documents (Driver's license/ID/Passport numbers), contact details (registered e-mail, e-mail, telephone contacts).
- **Common personal data referring to the contractors' employees:** personal data (name, surname, date of birth, tax code), identification document (driver's license/ID/ Passport number), contact details (registered e-mail, e-mail, telephone contacts), vehicle number plate.

This data will be processed by computer and on paper in such a way as to guarantee appropriate security and confidentiality measures.

##### **Contact details of Data Controllers and DPOs**

For the performance of this Agreement, the contact details of the Data Controllers and the respective Data Protection Officers (DPO) are:

##### **For Rete Ferroviaria Italiana SpA:**

The **Data Controller** is R.F.I. S.p.A. represented by the Chief Executive Officer, who can be contacted at the email address [titolaretrattamento@rfi.it](mailto:titolaretrattamento@rfi.it) with registered office in Rome, Piazza della Croce Rossa 1.

The **Data Protection Officer** can be contacted at [protezionedati@rfi.it](mailto:protezionedati@rfi.it)

##### **For the Applicant:**

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 under this Agreement shall be processed by each Party only for the period of time necessary to fulfil the above purposes. If accounting and administrative requirements require it to be kept for longer periods, it shall be kept for a period of time not exceeding 10 years from the expiry of this Agreement.

#### **Rights of Data Subjects**

The EU Regulation 679/2016 (Articles 15 to 23) confers specific rights on data subjects. In particular, in relation to the processing of their personal data, data subjects have the right to request access, rectification, erasure, restriction, objection and portability; they may also lodge a complaint with the Supervisory Authority, which in Italy is the Garante per la Protezione dei Dati Personali. In this regard, each of the Parties undertakes to guarantee the exercise of such rights by the interested parties. Furthermore, it expressly declares to have duly informed its employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

### **ARTICLE 7**

#### **Code of ethics 231 Models Anti-Bribery Management System**

1. The Parties state that they are aware of the content of Legislative Decree 231/2001 on the administrative liability of entities and that they adopt and implement the organisation, management and control models and codes of ethics in compliance with the guidelines of the aforementioned Legislative Decree no. 231/2001.

2. The Parties, in carrying out the activity covered by this Agreement also undertake, also for their own directors, auditors, employees, and/or collaborators, pursuant to art. 1381 of the Italian Civil Code, in compliance with the principles:

- a) contained in the Code of Ethics respectively adopted, which for RFI is the Code of Ethics of the Ferrovie dello Stato Italiane Group, as an integral part of the "Rete Ferroviaria Italiana Organisational and Management Model defined pursuant to and for the purposes of Legislative Decree of 8 June 2001 , no. 231 ", published on the Rete Ferroviaria Italiana S.p.A. website [www.rfi.it](http://www.rfi.it); for [.....] .....
- b) which inspire the management, organisation and control models, aimed at preventing the offences envisaged by Legislative Decree no. 231/2001;
- c) of the Anti-bribery management system referred to in the UNI ISO 37001 standard, which defines the requirements and guidelines to the use of anti-bribery management systems.

3. It is understood that, in the event of a violation (i) of its Code of Ethics and/or (ii) of the principles underlying the management, organisation and control models, aimed at preventing the crimes envisaged by Legislative Decree no. 231/2001 and/or (iii) the principles of the Anti-bribery management system referred to in the UNI ISO 37001 standard, attributable to the responsibility of one of the Parties, also pursuant to art. 1381 of the Italian Civil Code, the non-defaulting Party will have the right to unilaterally terminate, by law and with immediate effect pursuant to art. 1456 of the Italian Civil Code, this Agreement, to be communicated by registered letter, without prejudice in any case to any other legal remedy, including the right to compensation for any damage suffered.

### **Article 8**

#### **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 9**

#### **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, 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 10**

#### **Term & termination of contract**

This Agreement shall enter into effect on the date of execution hereof until ..... and it may be renewed only once and only with the express permission of Transport Regulation Authority (TRA).

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 11**  
**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 12**  
**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 13**  
**Contract expenses**

As it is stipulated in the form of an exchange of correspondence, this Contract is subject to the obligation of registration and stamp duty only in case of use, pursuant to Article 1 of the Tariff, Part II, annexed to Presidential Decree no. 131/1986" and Article 24, of the Tariff, Part II, annexed to Presidential Decree no. 642/1972.

This agreement consists of ..... pages.

**Article 14**  
**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

Signature

(\*) Upon conclusion of the contract, a proposal will be sent by RFI, to be signed for full and unconditional acceptance and returned by the RU.

**Standard Form of Framework Agreement for PSO Services**

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;

That with the Deed of Concession of the Umbria Region (Index no. 53372, protocol no. 264675 of 12 December 2018), was entrusted to R.F.I. S.p.A. the concession for the management of the Umbrian regional railway infrastructure;

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 and it may be renewed for further .... years, only once and only with the express permission of Transport Regulation Authority (TRA).

It is understood that the availability of the capacity covered by this Agreement is ensured for the period of validity of the same starting from the "first useful service time table" (... December.... – ... December .....).

3.2 *[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].* 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 for one time only, subject to authorisation by the Transport Regulation Authority.

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.

### 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** **Processing of Personal Data**

### **Purposes of the processing and legal basis**

In the course of carrying out the activities related to the conclusion and execution of this Agreement, each of the Parties shall process personal data referring to employees and/or collaborators of the other Party. By signing the Agreement, the Parties mutually undertake to observe all the obligations deriving from the legislation on the Protection of Personal Data, in particular the provisions of EU Regulation 679/2016 (GDPR) and Legislative Decree 196/2003 (Privacy Code), as amended by Legislative Decree 101/2018, on the protection of personal data, as well as with all legal regulations applicable from time to time.

The Parties undertake to conduct their personal data processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the data subjects, and solely and exclusively for the purposes of concluding and executing this Agreement (Legal basis: *Contractual*), as well as any legal obligations (Legal basis: *Legal*).

### **Types of personal data**

The personal data collected during the conclusion and execution of this Agreement fall into the following categories:

- **Data of the contracting parties' representatives:** personal data, tax code, identification documents (Driver's license/ID/Passport numbers), contact details (registered e-mail, e-mail, telephone contacts).
- **Common personal data referring to the contractors' employees:** personal data (name, surname, date of birth, tax code), identification document (driver's license/ID/ Passport number), contact details (registered e-mail, e-mail, telephone contacts), vehicle number plate.

This data will be processed by computer and on paper in such a way as to guarantee appropriate security and confidentiality measures.

### **Contact details of Data Controllers and DPOs**

For the performance of this Agreement, the contact details of the Data Controllers and the respective Data Protection Officers (DPO) are:

#### **For Rete Ferroviaria Italiana SpA:**

The **Data Controller** is R.F.I. S.p.A. represented by the Chief Executive Officer, who can be contacted at the email address [titolaretrattamento@rfi.it](mailto:titolaretrattamento@rfi.it) with registered office in Rome, Piazza della Croce Rossa 1.

The **Data Protection Officer** can be contacted at [protezionedati@rfi.it](mailto:protezionedati@rfi.it)

#### **For the Applicant:**

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 under this Agreement shall be processed by each Party only for the period of time necessary to fulfil the above purposes. If accounting and administrative requirements require it to be kept for longer periods, it shall be kept for a period of time not exceeding 10 years from the expiry of this Agreement.

### **Rights of Data Subjects**

The EU Regulation 679/2016 (Articles 15 to 23) confers specific rights on data subjects. In particular, in relation to the processing of their personal data, data subjects have the right to request access, rectification, erasure, restriction, objection and portability; they may also lodge a complaint with the Supervisory Authority, which in Italy is the Garante per la Protezione dei Dati Personali. In this

regard, each of the Parties undertakes to guarantee the exercise of such rights by the interested parties. Furthermore, it expressly declares to have duly informed its employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

## ARTICLE 6

### Code of ethics 231 Models Anti-Bribery Management System

1. The Parties state that they are aware of the content of Legislative Decree 231/2001 on the administrative liability of entities and that they adopt and implement the organisation, management and control models and codes of ethics in compliance with the guidelines of the aforementioned Legislative Decree no. 231/2001.
2. The Parties, in carrying out the activity covered by this Agreement also undertake, also for their own directors, auditors, employees, and/or collaborators, pursuant to art. 1381 of the Italian Civil Code, in compliance with the principles:
  - a) contained in the Code of Ethics respectively adopted, which for RFI is the Code of Ethics of the Ferrovie dello Stato Italiane Group, as an integral part of the "Rete Ferroviaria Italiana Organisational and Management Model defined pursuant to and for the purposes of Legislative Decree of 8 June 2001 , no. 231 ", published on the Rete Ferroviaria Italiana S.p.A. website [www.rfi.it](http://www.rfi.it); for [.....] .....
  - b) which inspire the management, organisation and control models, aimed at preventing the offences envisaged by Legislative Decree no. 231/2001;
  - c) of the Anti-bribery management system referred to in the UNI ISO 37001 standard, which defines the requirements and guidelines to the use of anti-bribery management systems.
3. It is understood that, in the event of a violation (i) of its Code of Ethics and/or (ii) of the principles underlying the management, organisation and control models, aimed at preventing the crimes envisaged by Legislative Decree no. 231/2001 and/or (iii) the principles of the Anti-bribery management system referred to in the UNI ISO 37001 standard, attributable to the responsibility of one of the Parties, also pursuant to art. 1381 of the Italian Civil Code, the non-defaulting Party will have the right to unilaterally terminate, by law and with immediate effect pursuant to art. 1456 of the Italian Civil Code, this Agreement, to be communicated by registered letter, without prejudice in any case to any other legal remedy, including the right to compensation for any damage suffered.

## 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 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 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 9

### IM's Key Performance Indicator and minimum quality standards

The IM undertakes to guarantee the provision of the following services in the stations open to railway service, 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 (*when the conditions referred to in paragraph 5.4.2 are met*);

v. passenger safety in the stations managed by the IM, according to the standards set out in SCHEDULE G.

The minimum quality standards and the relative system of penalties, relating to the services referred to in letters i-v, shall be negotiated between the Applicant and the IM.

**Article 10**  
**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 11**  
**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 12**  
**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 13**  
**Contract expenses**

As it is stipulated in the form of an exchange of correspondence, this Contract is subject to the obligation of registration and stamp duty only in case of use, pursuant to Article 1 of the Tariff, Part II, annexed to Presidential Decree no. 131/1986" and Article 24, of the Tariff, Part II, annexed to Presidential Decree no. 642/1972.

This agreement consists of ..... pages.

**Article 14**  
**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

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Schedule G –Minimum quality standards of the service

Signature

(\*) Upon conclusion of the contract, a proposal will be sent by RFI, to be signed for full and unconditional acceptance and returned by the RU.

## Operating procedures for passenger announcements in the case of snow/ice emergency conditions

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](http://www.rfi.it).

### SNOW/ICE WEATHER EMERGENCY

Activation of the measures provided for in the snow and ice plans is linked to the weather bulletins and warnings of adverse weather conditions issued by the National Department of Civil Protection and its territorial structures. According to the level of severity announced the following operational phases will be activated:

1. **Pre-alert phase:** marked by weather conditions that, normally, do not involve any disruption of train traffic, as the equipment and resources available are sufficient to maintain the full capacity of the installations and lines.
2. **Yellow alert phase:** marked by weather conditions that impose restrictions on train movements and other services (shunting, etc.). The available resources, including the use of external labour, allow the maintenance of a large part of the switches and paths.
3. **Orange/red alert phase:** marked by weather conditions that do not allow all the paths and switches of the national network to be maintained. The available resources will therefore be dedicated to maintaining the infrastructures identified as priorities for train operations. In the event of a red alert, further reductions in traffic will be possible compared to the orange alert scenario, up to and possibly including the suspension of traffic.

RFI, with adequate advance notice and on the basis of the notices issued by the Civil Protection, communicates the state of alert to all the RUs.

The yellow and orange phases of the emergency are associated with specific plans to reduce regional and long-distance train services, which are agreed in advance with the Railway Companies and updated annually close to the start of the winter season. Depending on the availability of the lines affected by the emergency, passenger and freight services will be rescheduled in accordance with the principles of transparency and non-discrimination.

In order to minimise the possible inconvenience to customers in the event of snowfall, the IM's operational plan provides for the activation of programmes to reduce the commercial offer with reference to the warning scenario (Yellow or Orange/Red) envisaged, which will be adopted as a preventive measure based on the critical points indicated in the Adverse Weather Conditions bulletins issued by the Civil Protection Department and its regional branches.

The IM will be able to allow the circulation of the trains foreseen by the programmes defined in the Operational Alert Scenarios, both with possible losses deriving from the actual severity of the weather conditions and consequent longer journey times in relation to the adoption of the related precautionary railway protocols.

In the event of the activation of an alert phase, adequate information will be provided to customers by means of press releases, official RFI websites, as well as widespread information to the public, audio and video, in the stations of the network. In addition, during the day of criticality, specific communication protocols will be ensured to allow timely and effective information to passengers regarding possible further changes and delays or to communicate possible alternatives to their planned trip.

Annex 5 to Section 2 (updated in December 2021)

**Agreement template for Participation of non-RU Applicants in the Allocation of Paths and Services Process**

**BETWEEN**

Rete Ferroviaria Italiana - Società per Azioni - Ferrovie dello Stato Italiane Group - "a single member company subject to the management and coordination of Ferrovie dello Stato Italiane S.p.A., in accordance with Article 2497-sexies of the Civil Code and Legislative Decree no. 112/15" - the "IM" - with registered office in Rome, Piazza della Croce Rossa, 1, postcode 00161, tax code and registration number with the Register of Companies of Rome 01585570581, R.E.A. no. 758300, VAT no. 01008081000, represented by..... born / in..... on..... as....., under the powers granted to them by.....of..... Repertory.....Deed.....

**AND**

"....." - the "Applicant"- with registered office in .....street address....., postcode....., registered under no. xxxx of the Register of Companies of ....., R.E.A. no. ....., tax code....., VAT no. .... represented by ..... born ..... in their capacity as ....., by virtue of the powers granted to them by the.....on..... as per the self-certification obtained from the records

Jointly referred to as the "Parties".

**WHEREAS**

the IM, in accordance with Ministerial Decree no. 138/T of 31 October 2000, is the operator of the national railway infrastructure and, in this capacity, performs the functions referred to in Legislative Decree no. 112/15;

the Applicant is a natural or legal person other than a railway undertaking (the "RU"), as defined in Article 3, paragraph 1, letter a) of Legislative Decree 112/15, and can prove to the IM that it belongs to one of the categories referred to in paragraph 1, letter cc) of the same article;

the Applicant has expressed its commercial interest in acquiring the availability of infrastructure capacity;

**The Parties agree as follows:**

1. The Applicant declares that they are fully aware of and accept the contents of the Network Statement (the "NS") - undertaking to comply with them also in relation to all matters concerning the conditions and methods of use of the railway infrastructure and its services - current edition, prepared and published by the IM, in accordance with Article 14 of Legislative Decree no. 112/15, and the provisions set out in paragraph 5.6.3.1, relating to the penalties provided for in the event the non-RU Applicant fails to designate a RU and/or fails to enter into a contract.
2. The Applicant has, or has applied to the IM in accordance with paragraph 4.2, point 3 of the NS, in order to participate in the capacity allocation process and to submit its train path and service applications.
3. In accordance with paragraph 2.3.1.1 of the NS, the Applicant must designate the RU to perform the service on its behalf on the IM's network, after signing the Infrastructure Use Agreement, no later than 30 days before the scheduled date of performance of the transport. Any replacements of the RU decided by the Applicant during the term of the timetable must take place, within 30 days from the replacement, by means of the signing, by the newly appointed RU, of an Infrastructure Access Agreement, or by updating the relevant annexes to the existing Access Agreement, failing which the rights acquired through the acceptance of the final timetable plan shall lapse and the penalties, if any, applied to the Applicant, as referred to in paragraph 1 above.
4. The IM must ensure the participation of non-RU Applicants in the capacity allocation process in a fair, transparent and non-discriminatory manner and in accordance with the rules set out in the NS.
5. This Agreement shall be valid for the entire service timetable to which the submitted allocation requests refer.
6. **Processing of personal data**

**Purposes of the processing and legal basis**

In the course of carrying out the activities related to the conclusion and execution of this Agreement, each of the Parties shall process personal data referring to employees and/or collaborators of the other Party. By signing the Agreement, the Parties mutually undertake to observe all the obligations deriving from the legislation on the Protection of Personal Data, in particular the provisions of EU Regulation 679/2016 (GDPR) and Legislative Decree 196/2003 (Privacy Code), as amended by Legislative Decree 101/2018, on the protection of personal data, as well as with all legal regulations applicable from time to time.

The Parties undertake to conduct their personal data processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the data subjects, and solely and exclusively for the purposes of concluding and executing this Agreement (Legal basis: *Contractual*), as well as any legal obligations (Legal basis: *Legal*).

#### Types of personal data

The personal data collected during the conclusion and execution of this Agreement fall into the following categories:

- **Data of the contracting parties' representatives:** personal data, tax code, identification documents (Driver's license/ID/Passport numbers), contact details (registered e-mail, e-mail, telephone contacts).
- **Common personal data referring to the contractors' employees:** personal data (name, surname, date of birth, tax code), identification document (driver's license/ID/Passport number), contact details (registered e-mail, e-mail, telephone contacts), vehicle number plate.

This data will be processed by computer and on paper in such a way as to guarantee appropriate security and confidentiality measures.

#### Contact details of Data Controllers and DPOs

For the performance of this Agreement, the contact details of the Data Controllers and the respective Data Protection Officers (DPO) are:

##### For Rete Ferroviaria Italiana SpA:

The **Data Controller** is R.F.I. S.p.A. represented by the Chief Executive Officer, who can be contacted at the email address [titolaretrattamento@rfi.it](mailto:titolaretrattamento@rfi.it) with registered office in Rome, Piazza della Croce Rossa 1.

The **Data Protection Officer** can be contacted at [protezionedati@rfi.it](mailto:protezionedati@rfi.it)

##### For the Applicant:

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 under this Agreement shall be processed by each Party only for the period of time necessary to fulfil the above purposes. If accounting and administrative requirements require it to be kept for longer periods, it shall be kept for a period of time not exceeding 10 years from the expiry of this Agreement.

#### Rights of Data Subjects

The EU Regulation 679/2016 (Articles 15 to 23) confers specific rights on data subjects. In particular, in relation to the processing of their personal data, data subjects have the right to request access, rectification, erasure, restriction, objection and portability; they may also lodge a complaint with the Supervisory Authority, which in Italy is the Garante per la Protezione dei Dati Personali. In this regard, each of the Parties undertakes to guarantee the exercise of such rights by the interested parties. Furthermore, it expressly declares to have duly informed its employees and/or collaborators pursuant to Articles 13 and 14 of EU Regulation 679/2016.

#### 7. Code of ethics 231 Models Anti-Bribery Management System

1. The Parties state that they are aware of the content of Legislative Decree 231/2001 on the administrative liability of entities and that they adopt and implement the organisation, management and control models and codes of ethics in compliance with the guidelines of the aforementioned Legislative Decree no. 231/2001.

2. The Parties, in carrying out the activity covered by this Agreement also undertake, also for their own directors, auditors, employees, and/or collaborators, pursuant to art. 1381 of the Italian Civil Code, in compliance with the principles:

- a) contained in the Code of Ethics respectively adopted, which for RFI is the Code of Ethics of the Ferrovie dello Stato Italiane Group, as an integral part of the "Rete Ferroviaria Italiana Organisational and Management Model defined pursuant to and for the purposes of Legislative Decree of 8 June 2001 , no. 231 ", published on the Rete Ferroviaria Italiana S.p.A. website [www.rfi.it](http://www.rfi.it); for [.....] .....
- b) which inspire the management, organisation and control models, aimed at preventing the offences envisaged by Legislative Decree no. 231/2001;
- c) of the Anti-bribery management system referred to in the UNI ISO 37001 standard, which defines the requirements and guidelines to the use of anti-bribery management systems.

3. It is understood that, in the event of a violation (i) of its Code of Ethics and/or (ii) of the principles underlying the management, organisation and control models, aimed at preventing the crimes envisaged by Legislative Decree no. 231/2001 and/or (iii) the principles of the Anti-bribery management system referred to in the UNI ISO 37001 standard, attributable to the responsibility of one of the Parties, also pursuant to art. 1381 of the Italian Civil Code, the non-defaulting Party will have the right to unilaterally terminate,



## URRI NS 2023 – December 2021 edition

by law and with immediate effect pursuant to art. 1456 of the Italian Civil Code, this Agreement, to be communicated by registered letter, without prejudice in any case to any other legal remedy, including the right to compensation for any damage suffered.

Rome,

Signature

*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 INFRASTRUCTURE

## 3

### 3.1 INTRODUCTION

This Section describes the principal characteristics of the Umbrian regional 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 annexes 1 (Lines characteristics) and 2 (Facilities features).

### 3.2 EXTENT OF NETWORK

#### 3.2.1 Limits

The Umbrian regional railway infrastructure consists of the following lines:

- Sansepolcro - Perugia P.S. Giovanni – Terni
- Perugia P.S. Giovanni branch - Perugia S. Anna

See map 1 for the graphic representation of the above.

The section currently in operation is Città di Castello-Perugia Ponte San Giovanni

#### 3.2.2 Rail networks connected to the national rail infrastructure

The connection stations/locations between the national railway infrastructure and the Umbrian regional one are:

- Perugia Ponte San Giovanni;
- Terni.

### 3.3 NETWORK DESCRIPTION

#### 3.3.1 Geographical data

Information relating to the lines forming part of the regional railway infrastructure regarding:

- Number of tracks;
- Distance between stations.

can be deduced from Annex 1 (Line features).

The gauge of the regional rail infrastructure lines is 1435 mm.

#### 3.3.2 Line characteristics

The line features in relation to combined transport can be deduced from Annex 1.

In the case of oversize cargo (overall dimensions exceed limits of the loading gauge), reference must be made to paragraph 2.6.

The classification of the lines with respect to the axial mass can be deduced from Annex 1.

Any special limitations relating to axle-loads above the accepted limit 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:

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.

The Umbrian regional railway infrastructure is equipped with a 3 kV dc power supply system. It should be noted that this system is currently inoperative as it requires interventions and therefore its operation is subject to the scheduling of the related investments. To date, the railway services are carried out with diesel traction.

Annex 1 also provides information relating to:

- The maximum line gradient (expressed in “thousandths”), for both directions;
- 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;
- Power supply system;
- The line module, representing the maximum length that can be used by the passenger trains, on the line (locomotive(s) plus hauled stock).

### 3.3.3 Traffic Control and Communication Systems

The transport regime and the operating regime in use on the Umbrian regional railway infrastructure can be deduced from Annex 1.

The IM, through the ground-train communication system called GSM-Railway, directly takes over the mobile communication services in support of railway operations.

## 3.4 TRAFFIC RESTRICTIONS

### 3.4.1 Specialised Infrastructure

There are no dedicated lines on the Umbrian regional network.

### 3.4.2 Environmental Restrictions

Reminder

### 3.4.3 Dangerous Goods

There are no systems on the Umbrian royal network suitable for hazardous goods termination/sorting operations.

### 3.4.4 Tunnel Restrictions

Reminder

### 3.4.5 Bridge Restrictions

Reminder

### 3.4.6 Other Restrictions

Reminder

### 3.5 OPERATING HOURS AND MAINTENANCE PHASES

The period of normal activation of the lines and systems can be deduced from the Lines Circulation/Territorial Bulletin Book. Any requests and consequent assignments of paths outside the aforementioned periods entail the economic burden corresponding to the cost of the extension of the period for the RU.

Shunting, intersections and siding operations cannot be performed when disabled.

### 3.6 STATIONS

Information on the passenger terminals (stations), belonging to Regional railway infrastructure, as regards their:

- Name;
- Geographical location.

can be found in Annex 2.

Annex 2 also provides information relating to:

- The type of yard/facility, with the symbols used:
  - **S** Stations (places where trains can meet or overtake);
  - **F** Stops
  - **PM** (Posto di Movimento) Operating Control Point.
- The availability of passenger or freight services. The minimum and maximum platform length (in the presence of only one platform, only one value is displayed) for passenger service, expressed in metres.
- the presence or lack of an underpass for reaching the station platforms;
- Accessibility for the handicapped, if foreseen, is indicated with specific notes.

### 3.7 STRUCTURES SUITABLE FOR SERVICES

Reminder

### 3.8 NETWORK DEVELOPMENT

This section indicates the interventions that, during the validity of this document, will produce an increase in infrastructure capacity and/or transport capacity (Annex 3) or a reduction in infrastructure capacity (Annex 4).

The interventions shown in the tables are divided by line/section concerned, with 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.

### 3.9 ACCESS TO THE NETWORK

In order to evaluate the level of utilization, the rail infrastructure has been divided into uniform macro-sections by levels of traffic and technical characteristics 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, on the basis of the commitments subject to Framework Agreements relevant to the reference time of the NS.
- **daily load:** the number of paths allocated by the IM over a 24 hour period of the typical day of the relevant timetable, on the basis of the commitments subject to Framework Agreements relevant to the reference time of the NS.

- **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 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.

**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
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. In that case, the economic consequences detailed in par. 4.6 shall be applied. They also apply to individual time slots where the threshold values of limited capacity in Table 3.7 are reached or exceeded.

If the *hourly or daily capacity limitation threshold* is reached, the IM will conduct an analysis to assess the commercial capacity in detail to the given transport plan and develop proposals for optimising capacity utilisation.

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, the IM will activate the procedures provided for in par. 4.4.5.2 (Capacity analysis and upgrade plan).

The level of use found in the technical attachment "Levels of utilisation of the infrastructure: limited capacity infrastructure and congested infrastructure", is preferably published not later than 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. RFI, at the end of the capacity analysis referred to in par. 4.4.5.2, will update the enclosed "Degrees of infrastructure use: capacity-



constrained and saturated infrastructure" with the sections that were actually saturated. This annex will be used by the IM as a reference for calculating the penalties for non-use of the contracted paths referred to in paragraph 4.6.3 for the timetable period following the one in force, and will constitute a useful reference for planning the services.

*Table depicting the service locations open to passenger service*

<b>Service locations open to passenger service</b>	
Città di Castello	Station
San Secondo	Stop
Trestina	Stop
Montecastelli	Stop
Umbertide	Station
Pierantonio	Stop
Solfagnano - Perlasca	Stop
Ponte Pattoli – C.B.	Stop
Ponte Felcino	Stop
Perugia Ponte San Giovanni	Station

The TSI-PRM 2008/2014 do not apply to the stations/stops in the Umbrian railway infrastructure.

# CAPITOLO 4 – CAPACITY ALLOCATION

## 4.1 INTRODUCTION

This chapter defines the rules and schedules for Applicants and for the IM regarding the process of requesting and allocating capacity, train paths and services.

## 4.2 DESCRIPTION OF THE PROCESS

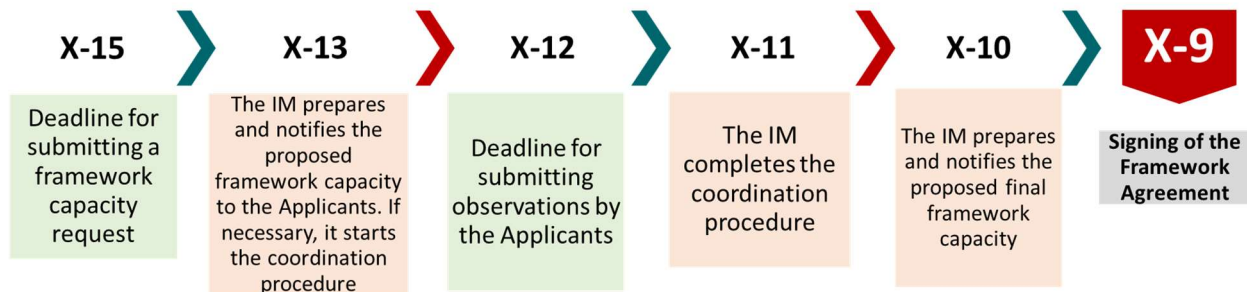
1. The IM, on an annual basis and consistently with the international agreements on the date of entry into force of the new train timetable in the European states, shall disclose the schedule setting out the deadlines for each of the stages of the process for the allocation of the train path, with reference to the coming into force of the timetable and to the dates of any intermediate variations.
2. The process of assigning infrastructure capacity is open to all entitled parties pursuant to current legislation, hereinafter referred to as the "Applicant". IM is responsible for the discussion and definition of the integrated capacity of the line and of the systems forming part of the infrastructure under concession.
3. The Applicant must submit the requests to the structures indicated by the IM within the terms and in the manner established and made public by the same, indicating, if deemed appropriate, also the order of mutual priority that it intends to attribute to the requests made, as well as the commercial specifications and production related to the required set of paths.  
If the paths requested involve one or more stations/network connecting sections, the applicant must also provide a detailed description of the activities functional to their execution (stop at the station, entry/exit from the depot, train shunting to coupled/uncouple the locomotive, etc.)
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.

## 4.3 TIME SCALE FOR REQUESTS

### 4.3.1 Schedule for Capacity Requests for the purpose of the Framework Agreement

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, on the basis of the characteristics envisaged in the format included in Appendix 1 to this chapter, under penalty of rejection of the request. 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.

#### 4.3.2 Schedule for Path/Service Requests for the 11 December 2022 – 9 December 2023 Timetable Period

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 within 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 as a result of any needs accruing after the deadlines referred to in this paragraph shall be processed and allocated only after the resolution of all requests submitted in accordance with such previous deadlines and in any case in chronological order.

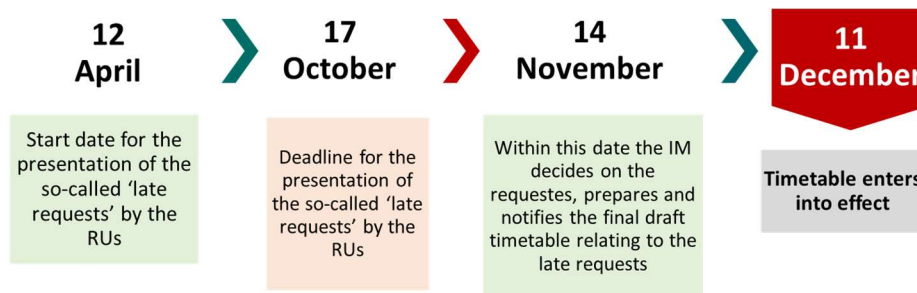
The IM can re-plan an assigned train path if re-planning is necessary to reconcile as effectively as possible all requests concerning train paths and if it is approved by the applicant to which the path was assigned.

The allocation of the train paths and ancillary services requested within the above-mentioned deadline shall be made according to the following schedule:

**Timescale for planning the Timetable valid from 11 December 2022 to 9 December 2023**



Applications for paths received between **12/04/2022 and 17/10/2022** (so-called Late Applications) will be processed according to the chronological order of submission after the requests received by the deadline of **17/10/2022** as follows:



Requests for train paths received from **18/10/2022** will be processed from the sixteenth day after the timetable is implemented, as requests during the current 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;

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**

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.

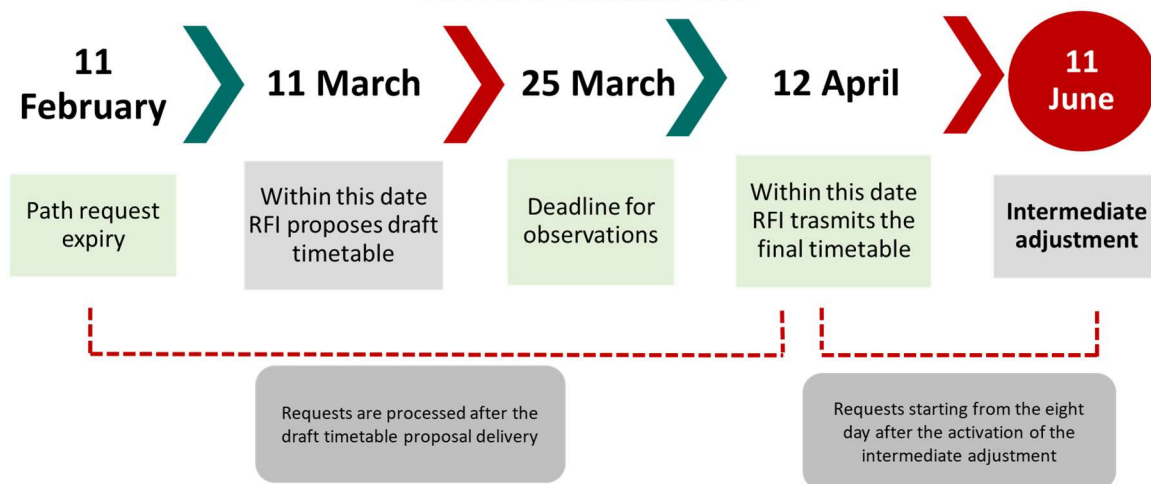
Requests for train paths on the occasion of any intermediate adjustments to the valid timetable that are submitted by the RU after the set deadline will be processed, after examining the requests received within the prescribed deadlines, according to the chronological order of submission.

Requests for train paths presented by the RUs on the occasion of any intermediate adjustments to the current timetable beyond the established deadline will be processed after the final timetable has been delivered in chronological order of submission. 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.

Requests submitted less than 3 months from the activation date will be processed after the activation of the adaptation, in the same way as requests during the timetable.

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 11 December 2022 to 9 December 2023**



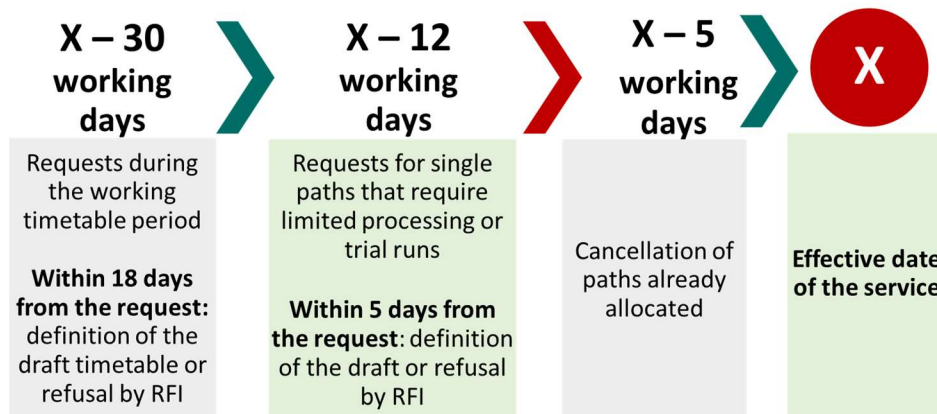
**4.3.4 Schedule for Working Timetable**

**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 working 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 18 working days from the receipt of the request;
- at least 12 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.



**Short notice requests**

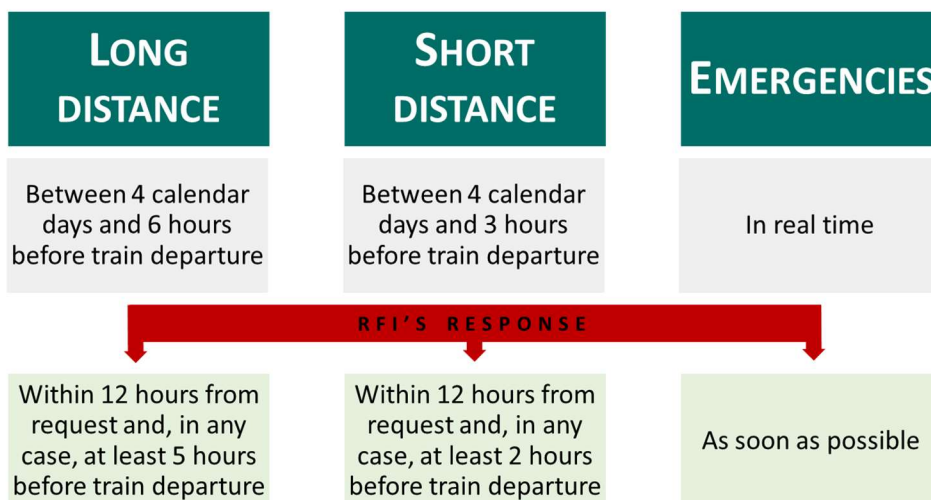
*Train path requests*

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.



**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 DAILY SCHEDULE**

The paths and services covered by the contract and any changes in the course of the timetable may be subject to changes that incorporate:

- Specific requests from the RU;
- Specific needs of the Infrastructure Manager;
- Needs due to Force Majeure.

##### **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**

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 6.6), 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. The IM must always provide the reasons for its refusal.

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**

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:

Commercial hourly capacity = 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, in accordance with Article 9 of Regulation (EU) 2016/545, the IM shall perform a first round of coordination aimed at reconciling the requests as far as possible in line with the provisions of Article 46, paragraphs 3 and 4 of Directive 2012/34/EU. 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).

After hearing the applicants concerned, in order to reconcile the conflicting requests, the IM will transmit the following information to the parties concerned:

- framework capacity requested by all Applicants on the same paths (in case of conflict between new applications);
- framework capacity allocated to all other Applicants on the same paths (in case of conflict between new applications and already signed framework agreements);
- proposed alternative framework capacity on relevant paths;
- detailed description of the criteria used in the framework capacity allocation procedure.

This information will be provided on the basis of commercial confidentiality of the information, unless the persons concerned have consented to it.

On delivery of the framework capacity proposal, IM shall communicate, together with the harmonised capacity, the alternative proposals subject to the coordination procedure.

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 pursuant to Article 10, paragraph 5 of Regulation 2016/545/E, and apply the priority criteria of section 4.4.5.2 with a view to arriving at a further proposal for the allocation of framework capacity for new Applicants and any existing Framework Agreement holders. This last phase will end one month before the communication to the Applicants of the final proposal for framework capacity (X-11) by the IM.

If at the end of the second coordination phase, the IM framework capacity proposals are not accepted by one or more of the stakeholders, the IM will:

- 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 from the proposal for secondary coordination, if the non-acceptance comes from an existing Framework Agreement holder
- reject the application for a new Framework Agreement if the rejection comes from an applicant for a new Framework Agreement.

In both of the above cases, the IM shall declare the section of infrastructure concerned to be saturated, in accordance with the provisions of Article 47 of Directive 2012/34/EU, and shall notify the ART and the companies concerned.

#### **4.4.2 Path and service allocation process**

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.

#### **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)  $\pm 15$  minutes for long-distance passenger services;
- b)  $\pm 15$  minutes for regional passenger services provided by local authorities;
- c) the flexibility margins shown above are reduced to  $\pm 10$  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 coordination process**

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.

#### **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  $\pm 16$  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  $\pm 31$  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;
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;
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 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 101 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) is fixed at 60%. This maximum percentage does not apply to dedicated or specialised lines for certain types of traffic, as resulting from Annexes 5 and 6 to Chapter 3.
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.

#### **4.4.5.2 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 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**

Infrastructure maintenance needs will normally be met outside line opening hours. In the event of particularly extensive works, the IM has the right to make the infrastructure temporarily unavailable, notifying the RU within the time frame indicated in chapter 2.

## **4.6 RULES FOR NON-USE/CANCELLATION OF CAPACITY**

### **4.6.1 Penalties for the Applicant in the event of non-designation of the RU by the Applicant (non-RU) and/or failure to contract the designated RU**

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.

If at the occurrence of cases under a) and b) the paths are subsequently allocated to another applicant, with the same characteristics, the penalty payable by the defaulting Applicant (other than a RU) 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 Penalties for the RU in the event of failure to contract (partial or total) 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.

### **4.6.3 Penalties in the case of failure to utilise the allocated train paths**

The formalisation of the (total or partial) surrender by the RU – through its own fault - of one or more of the train paths:

- 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 the case the surrender is formalised between 4 calendar days and the time of departure of the train from the origin station.

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.

### **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 services, the exemption cannot be cumulated. This exemption shall not be subject to any adjustments, in connection with contract amendments.

In the case of short-to-long distance passenger 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.

**Annex 1 to section 4**

**Capacity request form for Framework Agreement  
(December 2021 update)**

**Passenger transport service Framework Agreement**

ROLLING STOCK CHARACTERISTICS TABLE								
CATEGORY	TRACTION	VEHICLE SPEED [km/h]	LENGTH [m]	ROLLING STOCK (type)	AXLE LOAD	LOADING GAUGE	REVERSABILITY	USE (sales report in which rolling stock use is provided)

Enclose all available information on the industrial model underlying the request for framework capacity such as, for example, the basic shift of rolling stock in linear format.

REQUESTED CAPACITY TABLE				
Monday - Sunday capacity				
Commercial connection	Intermediate stops	Base frequency (min)	Weekly frequency	Rolling stock

BASE SCENARIO TABLE																							
Base Scenario																							
Frequency: YEARLY MON - SUN																							
Time slot (departure time from the origin station or section start)																							
Service and Connections	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	00:00	Total (paths/day)	Total (trains/year)
	04:59	05:59	06:59	07:59	08:59	09:59	10:59	11:59	12:59	13:59	14:59	15:59	16:59	17:59	18:59	19:59	20:59	21:59	22:59	23:59	00:59		
	M-F																						
	S																						
	H																						



<b>Requested industrial service</b>	<b>Location</b>	<b>Commercial connection</b>

# SECTION 5 – SERVICES

## 5.1 INTRODUCTION

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;
- infrastructure connecting service facilities.

### b) Guaranteed access to service facilities and supply of services

RFI does not provide system services with guaranteed access rights.

### 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.

- services for exceptional transports

### 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

### 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.

In stations where the actual dwell time should, for reasons attributable to RU, be higher than the time limits defined by the IM and this may cause damage to the use of the system, the IM may, at the RU's expense, have the rolling stock transferred to the tracks of the system itself intended for shelter or, alternatively, in the nearest system where there is available capacity.

### **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:

- 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 GO:** 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- OPE8 profile** - rolling stock delivery management form;
  - **WEB SERVICE 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;

The IM is required to provide static or dynamic 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:

- Wall panels and/or arrival and departure monitors;
- Loudspeaker announcements and visual messages;
- station signs for the common areas.

At stations, there are two types of public information:

- **STATIC**; on getting around the station and safety information, as well as information on scheduled train timetables, is conveyed by means of signs and wall-mounted timetable boards indicating the arriving and departing trains by time slot, respectively. Digital timetables are published on the RFI website according to international web accessibility standards, also for individuals with disabilities, at [www.rfi.it/it/stazioni/pagine-stazioni/servizi-di-qualita/informazioni-al-pubblico/quadri-orario-online.html](http://www.rfi.it/it/stazioni/pagine-stazioni/servizi-di-qualita/informazioni-al-pubblico/quadri-orario-online.html) and called "On-line timetable".
- **DYNAMIC**, in real time on the actual time and track of arrival and departure of trains and for communicating any travel abnormalities (delays, cancellations, strikes, etc.), conveyed by audio and visual systems through audio devices, monitors and LED boards and carriage indicators. RFI also guarantees the flow of information to the public through the preparation and publication of the Info News on the Infomobility page of the website [www.rfi.it](http://www.rfi.it).

The provision of the information service to the public is carried out through timetables, notices to travellers and arrival and departure monitors, on the occasion of the activation of the service hours, of the intermediate adjustment and for any changes that may occur. The timetables and the notices to travellers are located in places of maximum visibility and in the vicinity of the ticket office.

### **Infrastructure connecting service facilities**

RFI guarantees to the RU the right to use the Umbrian regional 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**

RFI does not provide system services with guaranteed access rights in the Umbrian regional railway infrastructure.

## **5.4 ADDITIONAL SERVICES**

### **5.4.1 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.

#### **5.4.2 Assistance to passengers with disabilities and with reduced mobility**

Assistance service for people with disabilities and reduced mobility requires the preliminary station manager qualification pursuant to art. 3 no. 5) of reg. 1371/2007. The management of the regional network stations does not fall within the scope of the concession between the Umbria Region and the IM, if not limited to the aspects strictly connected to railway operation.

The IM will promptly initiate an interview with the granter in order to verify, also through the necessary identification of funding sources, methods and terms concerning the organisation of the service, the consequent definition of the scope of the stations concerned as well as the more strictly procedural aspects such as processing of compensation requests from PRMs for services not provided.

### **5.5 ANCILLARY SERVICES**

#### **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.

##### *Where the service is provided*

The GSM-R network cover is shown in the ePIR portal.

##### *How and when to request 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 Umbrian regional 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 (updated in december 2021)**

##### **Passenger announcements**

##### *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) and Visual Announcements Manual (MAV);
- b) information relating to the services provided by the RU.
- c) Traveller notices

##### *Where the service is provided*

The service is provided at all the stations and stops managed by RFI.

### How and when to request the service

Requests for loudspeaker announcements, visual traveller notices and warnings must reach RFI according to the specifications defined in the MAS and MAV:

- At least 3 business days in advance for Loudspeaker announcements and visual messages,
- At least 10 business days in advance for Traveller notices,

sent to the specific e-mail address [Avvisiaiviaggiatori@rfi.it](mailto:Avvisiaiviaggiatori@rfi.it) complete with all the necessary information.

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 procedures in force.

### 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;
- WEB SERVICES ARRIVALS AND DEPARTURES;

Furthermore, the IM also provides access to the following information systems, at the conditions provided in paragraph 6.3.4.1:

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.
2. **IeC HUB system:** allows public information to be published to the external systems of railway undertakings or commercial operators. This system also allows real-time data visualization for all Railway Undertakings of all trains running on the path on which they operate rail passenger services in order to allow the visualisation of the information set out in Annex II, part II, of Regulation (EC) 1371/2007.

### 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](http://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.

### **Personalisation of public information**

#### *Service description*

In addition to the information included in the minimum access package for which the IM has defined a set of business categories that can be adopted by the RUs to cover the different rail services, the RU may require customisations involving changes to the IT systems concerning:

- a. inclusion of new commercial categories
- b. RU identification logos and/or commercial brands and/or denominations

#### *Where the service is provided*

The service is provided through audio and visual public information systems inside RFI stations.

#### *How and when to request the service*

The service must be requested by certified electronic mail sent to [rfi-dce-dco@pec.rfi.it](mailto:rfi-dce-dco@pec.rfi.it), with details of customisation and timeframe for implementation, which cannot be less than 6 months from the date of request.

#### *Rights and obligations of IM and RU*

RUs are required to provide the IM with this information according to the technical parameters specified by the RFI in Annex C to the IaP Standard.

The IM will assess the requests received taking into account the technical constraints set out in Annex C of the IaP Standard and the technological limitations arising from the public information systems.

#### *Formalisation*

RFI will send the RU a technical document describing the customisation required, the visual and sound details in its IaP systems and the timeframe for implementation.

Written acceptance of the technical document will constitute a formal commitment by the parties to implement the required customisation.



# SECTION 6 – TARIFFS

## 6.1 INTRODUCTION

Pursuant to Article 37 of Law Decree no. 201/2011 (converted into law, with amendments, by Law no. 214 of 22 December 2011) and Article 13 of Legislative Decree no. 112/15, the Transport Regulatory Authority defines the general regulatory guidelines relating to the remuneration of the minimum access package (PMdA) and services not included therein.

## 6.2 TARIFFS SYSTEM (UPDATED IN DECEMBER 2021)

The tariff system applied to the period of validity of this document is shown below.

## 6.3 TARIFFS

### 6.3.1 Minimum access package

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:

$A = A1weight + A2speed + A3contact\ line$

- 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:

$A = (TA1 + TA2 + TA3) \times km$

The value of the unit prices TA1, TA2 and TA3 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	TA1 (€/km)
0 - 500 t	0,91
500 - 1000 t	1,81

Table 6.2 – TA2 unit prices by operating SPEED

Operating speed	TA2
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	(€/km)
0 - 100 km/h	0,906

The operating speed of the train is calculated by means of the following formula:  
 Speed operating = Distance travelled / (Travel time – Stops)

**Table 6.3 – TA3 unit prices by wear and tear of the OVERHEAD CONTACT LINE**

Type of traction	T <sub>A3</sub> (€/km)
Diesel	0,000

### 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:

$$B = TB * km$$

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)**

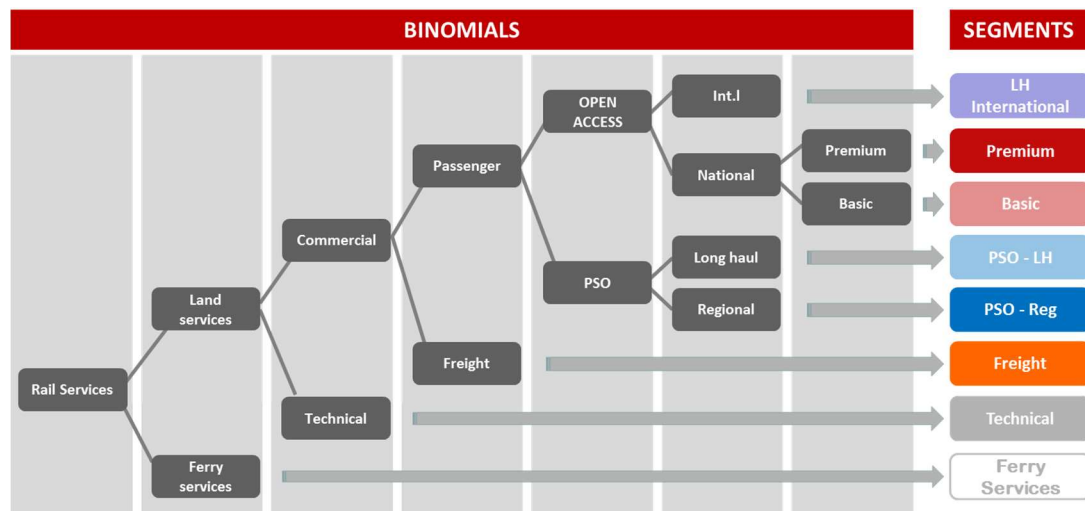
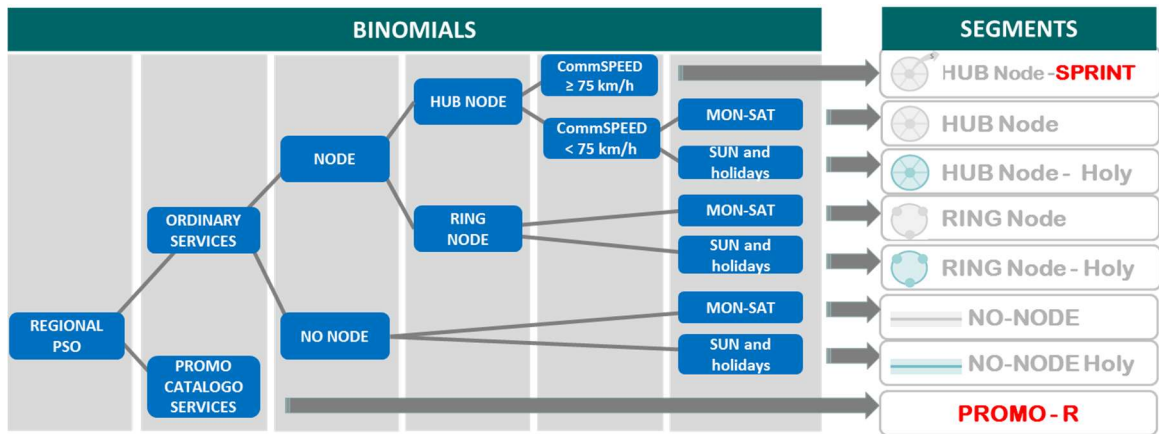


Figure 6.2 shows a description of each resulting market segment.

**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

Figure 6.3 - 2nd level PSO – REGIONAL binomials



The operating speed of the train is calculated applying the following formula:  
 $\text{Speed operating} = \text{Distance travelled} / \text{Travel time}$

Tables 6.4-6.5 provide a description of each market sub-segment.

Table 6.4 – Description of the PSO – REGIONAL segments

Segment	Description
Hub Node-Sprint	<ul style="list-style-type: none"> <li>REGIONAL node services (Using at least part of the Metropolitan network - as classified by RFI)</li> <li>Commercial services in at least one of the Hub stations - as classified by RFI</li> <li>Operating speed <math>\geq 75</math> km/h</li> </ul>
Hub Node	<ul style="list-style-type: none"> <li>REGIONAL node services (Using at least part of the Metropolitan network - as classified by RFI)</li> <li>Commercial services in at least one of the Hub stations - as classified by RFI</li> <li>Operating speed <math>&lt; 75</math> km/h</li> <li>Operated every day except Sunday</li> </ul>
Hub Node – Holy	<ul style="list-style-type: none"> <li>REGIONAL node services (Using at least part of the Metropolitan network - as classified by RFI)</li> <li>Commercial services in one of the Hub stations - as classified by RFI;</li> <li>Operating speed <math>&lt; 75</math> km/h</li> <li>Operated on Sundays and holidays</li> </ul>

Segment	Description
Ring Node	<ul style="list-style-type: none"> <li>REGIONAL node services (Using at least part of the Metropolitan network - as classified by RFI)</li> <li>No services in any of the Hub stations as classified by RFI Operated every day except Sunday and holidays</li> </ul>
Ring Node – Holy	<ul style="list-style-type: none"> <li>REGIONAL node services (Using at least part of the Metropolitan network - as classified by RFI)</li> <li>No services in any of the Hub stations as classified by RFI</li> <li>Operated on Sundays and holidays</li> </ul>
No Node	<ul style="list-style-type: none"> <li>REGIONAL services the path of which does not concern sections of the metropolitan network</li> <li>Operated every day except Sunday and holidays</li> </ul>
No Node – Holy	<ul style="list-style-type: none"> <li>REGIONAL services the path of which does not concern sections of the metropolitan network</li> <li>Operated on Sundays and holidays</li> </ul>
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 TB for each market sub-segment are shown in Table 6.5.

**Table 6.5 – TB unit prices per market segment**

Type of service		T <sub>B</sub> (€/km)
Basic	Open Access - National - Basic	2,097
	Nodo Hub-SPRINT	1,275
PSO – Regional	Nodo Hub	1,217
	Nodo Hub-HOLY	0,939
	Nodo Ring	1,141
	Nodo Ring - HOLY	0,878
	No Nodo	0,122
	No Nodo - HOLY	0,110
Technical	Technical	0
Promo	PSO Regional	0

### 6.3.2 Access to service facilities

Reminder

### 6.3.3 Additional services

#### 6.3.3.1 Services for exceptional transports

The charges for this service are broken down by type of exceptional transport (TES/TEM, TE).

On top of the following costs the RU shall also be charged any operating costs incurred for adjusting the infrastructure.

**Table 6.6 – Prices for services provided in connection with exceptional transports**

Type of transport	Number of geographical areas	UNIT PRICE (€/Entitlement)
TES/TEM	1	€ 1.539,49
TE		€ 621,73
NO-TE		€ 259,97

### 6.3.3.2 Assistance to Disabled Persons and Persons with Reduced Mobility (PRM)

PRM assistance service tariffs will eventually be added when the conditions referred to in paragraph 5.4.2 are met.

### 6.3.4 Ancillary services

#### 6.3.4.1 Provision of additional information

##### Loudspeaker announcements, visual messages and traveller notices

The charge for this service is **€ 17,09€/notice e 1,14€/Announcement**

##### 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 6.7.

**Table 6.7 – Rates for supplementary information – Information services**

Information service	Information services included in the MAP for passenger services	UNIT RATE for any extra services requested (€/per service per month)
PICWEB ASTRO-RU	1 every 5 m trkm	€ 68,03
PICWEB RU – Timetabling GO	1 every 5 m trkm	€ 68,03
PICWEB RU – Real time	1 every 5 m trkm	€ 13,61
PICWEB RU – Real time "Traingraph"	1	€ 612,27
PICWEB-RU – Output monitoring	1 every 10 m trkm	€ 52,38
PICWEB RU - Reporting	1 every 10 m trkm	€ 15,65
PIC RU – Operating management (Back-End)	1	€ 68,03
PIC WEB OPE 7 profiles	1 every 5 m trkm	€ 13,61
WEB SERVICE ARRIVALS-DEPARTURES	1 every 5 m trkm	€ 13,61
SAFETY DATABASE (BDS)	1 every 5 m trkm	€ 13,61

The monthly rates for the PIC RU – Data posting (Back End) services and IeC Hub are shown in Table 6.8.

**Table 6.8 – Rates for supplementary information – Information services**

Information service System to System(*)	UNIT RATE (€/per service)
PIC RU – Data posting (Back End)	3.605,60/year
IeC Hub - Up to 50 stations	178,02/month

The fee IeC Hub will be incurred annually with monthly payment. Each subscriber will be assigned a unique user profile enabled for a single session.

### Personalisation of public information

RFI will send a technical/economic document describing the customisation required, the cost estimate and the timeframe. Once accepted by the requesting RU, this document constitutes a formal commitment to implementation and subsequent payment of the fee.

If a new RU signs the User Agreement for the first time, any customisations in terms of commercial rankings or logos/brands are included in the PMdA.

### 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 6.9 – 6.13.

**Table 6.9 – 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	€ 6,70	€ 4,69	€ 2,68	€ 10,72	€ 0.00 (rates based on consumption)

**Table 6.10 – 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 “non roaming”/month	1500	1200	1000	2000
Minutes “roaming”/month	400	400	400	400
SMS “non roaming”/month	750	600	500	1000
SMS “roaming”/month	250	250	250	500
Data traffic [GB] “non roaming”/month (for data-enabled cards)	50	50	50	50

**Table 6.11 – 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 6.12 – 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 6.13 –SMS rates (based on the rates applied by the national operators)

SMS traffic	SMS received	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

## 6.4 PERFORMANCE SCHEME

Pursuant to Legislative Decree 112/15 (article 21) and consistently with the provisions of the regulatory framework established by TRA, 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 Section 6.

Furthermore, the IM or RU are accountable 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, as detailed in Annex C to Section 6<sup>1</sup>.

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;
- 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.

## **6.5 CHANGES TO TARIFF SYSTEM**

Reminder

## **6.6 REPORTING, BILLING AND PAYMENT ARRANGEMENTS**

### **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 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 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) Minimum access package services**

Billing shall be:

<sup>1</sup> The contents of the NS relating to the Performance Regime may be subject to modification and completion of the review process initiated with TRA Resolution no. 118/2018.



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) Extra Minimum Access Package Services**

The amounts due to the IM shall be billed on a quarterly basis, within the 30<sup>th</sup> 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) 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 – reminder;

**Part B** – Reporting;

**Part C** – Performance Scheme: Penalty Calculation Method;

## **Part B - REPORTING**

### **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 ART.

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**

Access to the GSM-R telecommunications network for ground-to-train communication.

The economic evaluation of the above mentioned service is carried out according to the procedures set out in the relevant contract.

#### **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.

For each month of circulation, the RU may request the rectification of the paths/services reported within the 3 calendar months following that of availability of the data on the systems.

## Part C - PERFORMANCE SCHEME: PENALTY CALCULATION METHOD

### 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 contained in COp 269/2010 dated 30/07/2010, 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 deviation accrued by the train along its path. 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 variable by type of traffic and by path purchasing method, so defined, respectively for paths purchased more (or less than 5 calendar days) from the date of use:

- 5' in the case of regional/metropolitan passenger trains;
- 15' (or 60') for medium/long distance passenger trains.

The above thresholds are extended to 60' for passenger trains if required in operational management (at less than 4 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

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 is quantified as the multiplication of the deviations  $\geq 1.5'$  accrued by the train along its entire path and the number of trains cancelled by the following factors:

- **C<sub>crit</sub>**: is the coefficient that takes into account:
  - 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 1b** for ordinary / extraordinary regional trains, and in **table 1c** for Market and Universal Service trains, both ordinary and extraordinary;
- **C<sub>s</sub>**: is the coefficient that takes into account the type of service, according to the breakdown shown in **table 2**.
- **C<sub>cat</sub>**: is the coefficient taking into account the class of the trains, as indicated in **table 3**.
- **C<sub>p</sub>**: is the coefficient resulting from the following addition  $C_{Base} + C_{Correttivo}$
- **C<sub>base</sub>**: 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 4**.
- **C<sub>correttivo</sub>**: 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).
- **P<sub>sop</sub>**: is the coefficient that takes into account, for each scheduled train\*km path that is cancelled.
- **C<sub>sop</sub>**: 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 5**.

#### 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:

$$P_{F1} = P_u * [ \sum (M_{GI} * 0.5 * C_{cat} * C_{crit}) + P_s * \sum (S_{GI} * P_{sop} * C_{sop}) ]$$

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.

$C_{cat}$ ,  $C_{crit}$  and  $C_{sop}$  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 justified deviations  $\geq 1.5'$  accrued along the entire train journey, and caused by the RU owner of the train, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

$$P_{F2} = P_u * \sum (M_{IF} * 0.5 * C_s * C_{cat} * C_{crit})$$

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.

$P_s$  is the unitary penalty for each cancelled train, equal to  $120 * P_u$

$M_{IF}$  are the minutes attributed to the Railway Undertaking owning the train

$C_s$ ,  $C_{cat}$ ,  $C_{crit}$  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, for IM-RU passengers.

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 (passenger 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 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 justified deviations  $\geq 1.5'$  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:

$$P_{F3} = P_u * \sum (M_{AB} * C_{cat} * C_{crit}) + P_s * \sum (S_{AB} * P_{sop} * C_{sop})$$

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

$S_{AB}$  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.

$C_{cat}$ ,  $C_{crit}$  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<sub>crit</sub>**: coefficient that takes into account:

the mean and maximum delay recorded at arrival in the stations where the train operates a commercial service for passenger trains.

Table 1b - C<sub>crit</sub> (Ordinary / Extraordinary Regional Trains)

Average delay (at stations)	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 1c - 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 1d - Crit (Sending, Empty rolling stock and Isolated locomotives)

Crit
1

**C<sub>s</sub>**: coefficient that takes into account the type of service provided by the RU that owns the train:

Table 2 - C<sub>s</sub> (Service coefficient)

C <sub>s</sub> (Service coefficient)	
Market service	1.00
Universal and Regional service	0.75
Sending, empty rolling stock and isolated locomotives	0.50

**C<sub>cat</sub>**: coefficient that takes into account the class of the trains:

Table 3 - C<sub>cat</sub> (Class coefficient)

C <sub>cat</sub> (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<sub>p</sub>**: coefficient resulting from the sum of C<sub>Base</sub> + C<sub>Correttiv</sub>

Table 4a - **C<sub>Base</sub>**

<b>C<sub>base</sub></b>	
<b>Var &lt; 0%</b>	1.00
<b>0% &lt; Var ≤ 10%</b>	1.05
<b>10% &lt; Var ≤ 20%</b>	1.10
<b>20% &lt; Var ≤ 30%</b>	1.15
<b>30% &lt; Var ≤ 40%</b>	1.20
<b>40% &lt; Var ≤ 50%</b>	1.25
<b>50% &lt; Var ≤ 100%</b>	1.30
<b>Var &gt; 100%</b>	1.40

Var: Variation of trains\*km regarding punctuality (Year X compared to X-1)

Table 4b - **C<sub>correttivo</sub>** for passenger trains

<b>C<sub>correttivo</sub> for passenger regional trains</b>	
<b>Punt. IF &lt; 92%</b>	-
<b>92% ≤ Punt. IF &lt; 93%</b>	0,05
<b>93% ≤ Punt. IF &lt; 94%</b>	0,10
<b>94% ≤ Punt. IF &lt; 95%</b>	0,15
<b>95% ≤ Punt. IF ≤ 96%</b>	0,20
<b>96% ≤ Punt. IF &lt; 97%</b>	0,25
<b>97% ≤ Punt. IF ≤ 98%</b>	0,30
<b>98% ≤ Punt. IF &lt; 99%</b>	0,35
<b>99% ≤ Punt. IF ≤ 100%</b>	0,40

RU Punct.: RU passenger punctuality (%) in the year of final accounts PR

Table 5: **C<sub>Sop</sub>** (Coefficient of cancellation)

<b>C<sub>S</sub>: coefficient of cancellation</b>	
<b>Market / Universal Service (ordinary and extraordinary)</b>	1
<b>Regional Transport (ordinary and extraordinary)</b>	1
<b>Sending, isolated rolling stock, local freight trains</b>	0