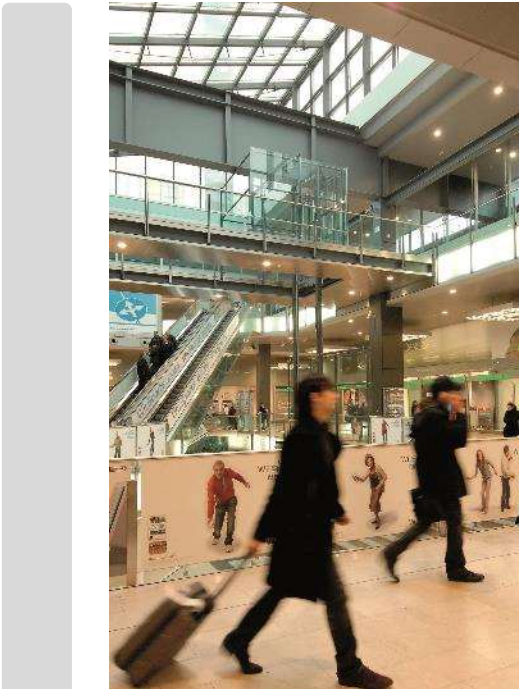




# Network Statement

**2023**



# **Network Statement 2023**

*Updated in accordance with the CEO Provision no.24 of  
10 December 2021 and no.27 of 23 December 2021*

Certified True Copy

*List of changes to the 2023 NS – December 2021 II edition*

Changes

Adjustment of the tariff system for the Minimum Access Package in accordance with the provisions of TRA Resolution 175/21	Par. 5.2
Deletion of International Open Access segment for application of component B of the Minimum Access Package	Par. 5.3.2.2
Removal of the previous rules relating to the international passenger segment for the calculation of the toll	Annex 5A to ch. 5
Update of the description of Open Access segment	Par. 6.3.2

*List of changes to the 2023 NS – December 2021 edition*

General changes

Update of values of the fee for the Minimum Access Package and charges for extra-Minimum Access Package services in accordance with the provisions of TRA resolutions 114/21 and 172/21	
Modification of the name of the National Railway Safety Agency (ANSF), now replaced by National Agency for Rail, Road and Motorway Infrastructure Safety (ANSFISA)	
Modification of the name of the Ministry of Infrastructures and Transport, now replaced by Ministry of Infrastructures and Sustainable Mobility	
Update of the legislation relating to the processing of personal data, the anti-bribery management system and IT security in the contractual schemes referred to in chapters 3 and 7	

New entries/deletions

Procedure for the association of the paths of OSP (Public Service Obligation) services to Service Contracts	Par. 4.2.2
Deletion of the section on TTR pilot projects	Par. 4.9.3.3
New section on the capacity offer in relation to the TTR	Par. 4.9.3.3
Capacity request form related to a Framework Agreement	App. cap.4
New method for carrying out evacuation activities with emergency vehicles equipped by RFI	Par. 6.3.3.2.7
Elimination of the procedure for processing compensation claims for Persons with Reduced Mobility (PRM)	App.3 al cap. 7

Changes:

Changes made in the Network Statement following modifications of the legislative regulatory framework pursuant to the provisions adopted by the TRA	Par. 1.1
Update of the legislative framework with Reg (EU) 2021/782 and TRA Resolutions 150/19 and 28/21	Par. 1.3.1
Update of the Railway Network Statement reference timetable	Par. 1.5.1, 1.5.2

Indication of the Rail Facilities Portal among the RNE platforms	Par. 1.7.2
Update of the definition of ANSFISA and deviation	Par. 1.8
Correction of errors in references to the regional network connection points at Bari Central Station and Barletta and regulation of the allocation of capacity and contracts with the IMs of bordering foreign networks	Par. 2.2.2
Update of reference timetables in infrastructure development projects	Par. 2.6
Specification of involvement of the Applicant for the application of flexibility margins	Par. 2.7.1
Terms relating to the presentation of the safety certificate with stipulation of the Access Agreement	Par. 3.2.2.2
Update of contacts of the Ministry of Infrastructures and Sustainable Mobility	Par. 3.2.3
Specifications relating to a renewal of the Framework Agreement, modification of timing relating to the return of the final proposal for the Framework Agreement; modification of timing for return of the proposal on the part of the IM; specification regarding requests for variations relating to an increase in FA capacity; modification of the amount of the surety following changes in the capacity required for the FA	Par. 3.3.1
Notification of termination of the agreement, also via CEM	Par. 3.3.1.3
Submission of a certified copy or a simple copy of the safety certificate among required documentation items	Par. 3.3.2.1
Modification of timing in the event of default with respect to payments of the RU, with a specification relating to the ANSFISA financing share	Par. 3.3.2.1.1
Reference to the appendix format for the declaration of the Insurance Company and extension of the maximum reinstatement timing, reference Reg (EU) 782/2021	Par. 3.3.2.3
Communication of termination of the contract, also via CEM	Par. 3.3.2.6
Update of criminal references, privacy, Code of Ethics and IT security clauses	App. 1 al cap.3
Update of the Standard Contract for Use of the Railway Infrastructure in Network Connection Stations	App. 1bis al cap.3
Update of statements presented relating to privacy legislation	App. 1ter al cap.3
Update of the Standard Framework Agreement, required specifications regarding limits, changes in capacity and communication of resolutions via CEM	App. 2 al cap.3
Update of the Standard Framework Agreement for PSO (Public Service Obligations) transport services, requested specifications regarding limits, variations of capacity, inclusion of an annex with minimum quality standards and an indication of penalties and notification of termination via CEM	App. 3 al cap.3
Extension of maximum restoration timing	App. 6 al cap. 3
Update of statements presented relating to privacy legislation and the Code of Ethics	App. 7 al cap.3
Update of the introduction of Chapter 4 following a reorganisation of its content	Par. 4.1
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Elimination of the reference to the obligation to submit a notification to the TRA for international passenger services following insertion of the section on obligations to effect notification of new passenger services in sub-sect. 4.2.	Par. 4.2.1
Review of the information provided by the IM before and during the circulation of trains with respect to capacity reductions - points 1, 2, 10, 11, 12	Par. 4.3.2
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# SECTION 1

## GENERAL INFORMATION

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### 1.1 INTRODUCTION (UPDATED IN DECEMBER 2021)

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

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

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 and remuneration of the minimum access package (PMdA) and services other than the PMdA, 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. 1.5.2 “Extraordinary updating process”.

### 1.2 OBJECTIVE

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

Therefore, it describes:

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

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

### 1.3 LEGAL ASPECTS

#### 1.3.1 Legal framework (updated in December 2021)

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

- Directive 2001/12/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 91/440/EEC on the development of the Community's railways;

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- Directive 2001/13/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 95/18/EC on the licensing of railway undertakings;
- Directive 2001/14/EC of the European Parliament and of the Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification;
- Directive 2004/49/EC of the European Parliament and of the Council of 29 April 2004 on safety on the Community's railways and amending Council Directive 95/18/EC on the licensing of railway undertakings and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification (Railway Safety Directive);
- Directive 2004/50/EC of the European Parliament and of the Council of 29 April 2004 amending Council Directive 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;
- Directive 2004/51/EC of the European Parliament and of the Council of 29 April 2004 amending Council Directive 91/440/EEC on the development of the Community's railways;
- Directive 2007/58/EC of the European Parliament and of the Council of 23 October 2007 amending Council Directive 91/440/EEC on the development of the Community's railways and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure;
- 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);
- Regulation (EU) No. 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight;
- 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;
- Regulation (EU) No. 1316/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Connecting Europe Facility, amending Regulation (EU) No 913/2010 and repealing Regulations (EC) No 680/2007 and (EC) No 67/2010;
- 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 as regards the opening of the market for domestic passenger transport services by rail and the governance of the railway infrastructure;
- Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services.
- Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area.
- Commission Regulation (EU) 2018/1795 which establishes the procedure and criteria for the application of the economic balance examination pursuant to Article 11 of Parliament and Council Directive 2012/34/EU.
- Regulation (EU) 2020/1429 of the European Parliament and of the Council of 7 October 2020 establishing measures for a sustainable rail market in view of the COVID-19 outbreak.
- 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 by Legislative Decree 400/1999) on the devolution to the regional governments and local authorities of functions and tasks relating to local public transport;
- D.M. 20 October 1998 “Safety measures for rail freight terminals not included within the scope of the Ministry Decree (DM) of 5 November 1997”;
- D.M. 109/T of 3 November 1999 implementing article 3(1)(d) of Legislative Decree 422/97;
- DM 138/T 2000 “Licence granted to RFI for operating the national rail network”;
- DM 43/T 2000 “Definition of the criteria for determining the access charge to the rail network”;
- DM 44/T 2000 setting out the criteria for the concession, to the rail network accounts, of a temporary discount to partially compensate the higher costs incurred in connection with the current technological underdevelopment of the railway network;
- D.P.C.M. of 16 November 2000, concerning the determination and transfer to the Regional Governments of the resources enabling the exercise of the functions and tasks granted in pursuance of articles 9 and 12 of Legislative Decree of 19 November 1997 No. 422 on Local Public Transport;
- Law No. 388 of 23 December 2000, article 131(1), “Provisions relating to rail transport and the request of the current public contract awarding regulations for the rail sector”;
- D.M. 29/T of 15 July 2003 “Adjusting the rail access charge to the rate of inflation”;
- Decree of 24 March 2005 “Adjusting the rail access charge to the rate of inflation” (OJ of 20 April 2005);
- DM 28 October 2005 on “rail tunnel safety”, limitedly to the fire fighting requirements on board trains;

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- DM 18 August 2006 on the “adjustment the access charge for the national rail network”, as supplemented by the notice of the Ministry of Transport published in the Official Journal of 7 October 2006;
- Law 296/2006 (article 1 paragraph 970) on the compilation of the annual and long-term state budget (2007 Financial Law)”;
- D.M. 92/T of 11 July 2007 “Applicability of the discount relating to the access charge for the railway network”;
- Legislative Decree 162/2007 implementing directives 2004/49/EC and 2004/51/EC on the safety and development of Community railways;
- Legislative Decree 163/2007 implementing directive 2004/50/EC that amends directives 96/48/EC and 2001/16/EC on the interoperability of the trans-European railway network;
- DM 81/T of 19 March 2008 “Directive on rail operation safety”;
- D.M. 2 April 2008 “Update of the price per kilometre of electric traction in the access charge/utilisation of national rail infrastructure package”;
- ANSF (National Rail Safety Agency) Decree no. 1 of 6 April 2009 “The assignment of powers in respect of rail operation safety”;
- Directive by the President of the Council of Ministers, in agreement with the Minister of Infrastructure and Transport and the Minister of the Economy, of 7 July 2009;
- D.M. of 2 February 2011 “Determination of the requirements for issuing a national passenger licence for providing passenger train services with origin and destination inside the country” (OJ 7 April 2011);
- Legislative Decree No. 43 of 24 March 2011 “Implementing Directive 2008/110/EC of the European Parliament and of the Council of 16 December 2008 amending Directive 2004/49/EC on safety on the Community’s railways (Railway Safety Directive);
- Law No. 148 of 14 September 2011 amending and converting into law D.L. No. 138 of 13 August 2011 “Laying down further urgent measures for financial stabilisation and development. Delegated powers to the Government for the nationwide reorganisation and distribution of judicial offices” (article 8, paragraph 3bis);
- Law No. 214 of 22 December 2011 amending and converting into law DL No. 201 of 6 December 2011 "Laying down further urgent measures for the growth, equity and consolidation of public finances" (article 37);
- Law No. 27 of 24 March 2012 amending and converting into law DL No. 1 of 24 January 2012 "Laying down further urgent measures for competition, the development of infrastructures and competitiveness" (articles 36 and 37);
- DPR of 9 August 2013 relative to the "Appointment of the members of the Transport Regulation Authority";
- DM of 10 September 2013 relative to the "Reduction by 15% of the access charge for HS lines (OJ of 19 September 2013);
- DM 5 April 2013 on the “Definition of energy-intensive industries” (OJ of 18 April 2013);
- Resolution by the Italian Gas and Electricity and Water Markets Authority no. 641/2013/R/COM of 27 December 2013 “Updating, effective from 1 January 2014, the tariff components for covering overheads and further components of the electricity and gas sectors” and ensuing activities;

- Legislative Decree 70/2014 “Sanctions applicable to the violation of the provisions of Regulation (EC) No. 1371/2007 on rail passengers’ rights and obligations;
- DL 91/2014 (converted into Law 116/2014) laying down “Urgent provisions for the agricultural sector, environmental protection and enhancing the energy efficiency of school and university buildings, containing the costs weighing on electricity tariffs and for the immediate definition of the formalities descending from the European regulations (article 29)”;
- Resolution by the Transport Regulation Authority no. 70 of 31 October 2014 (published on 5 November 2014) “Regulation governing the fair and non-discriminatory access to the rail infrastructure and initiation of procedures for defining the criteria for determining rail access charges”;
- Legislative Decree 112/2015 implementing Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (Remerger);
- Resolution by the Transport Regulation Authority no. 96 of 13 November 2015 introducing the “Criteria for determining the access and usage charges of the rail infrastructure”
- Decree by the Ministry for Economic Development of 22 December 2015 setting out the “Procedures for determining significant consumption for application of the special tariff system to RFI – Rete Ferroviaria Italiana”;
- Resolution by the Transport Regulation Authority no. 75 of 1 July 2016 relating to the “2016-2021 charge system for the Minimum Access Package to the national rail infrastructure. Conformity with the regulatory model approved under resolution no. 96/2015 as integrated”;
- Resolution by the Transport Regulation Authority no. 80 of 15 July 2016 relating to the “ 2017-2021 charge system for Services other than the Minimum Access Package provided by Rete Ferroviaria Italiana S.p.A. – Conformity with the regulatory model approved under resolution no. 96/2015”;
- DM of 5 August 2016 for the “Determination of the rail networks included within the field of application of Legislative Decree 112/2015, for which the Regional Governments have been assigned programming and management functions and tasks” (OJ of 15 September 2016).
- Law 167/2017 laying down “Provisions for the fulfilment of obligations arising from Italy’s membership of the European Union”;
- Law 205/2017 "State Budget for 2018 and three-year budget for 2018-2020";
- Resolution by the Transportation Regulation Authority No. 16 of 8 February 2018 setting out "Minimum quality conditions for rail passenger transport, at national and local level, featuring public service obligations pursuant to article 37(2)(d) of Decree Law 201/2011, amended and converted into Law 214/2011";
- Legislative Decree 23 November 2018, no. 139, Implementation of European Parliament and Council directive (EU) 2016/2370, of December 14th 2016, which modifies directive 2012/34/EU as regards the opening of the market of national transport services of passengers by rail and the governance of the railway infrastructure. (18G00166) (GU General Series no.297 of 22-12-2018);
- Legislative Decree, 14 May 2019, no. 50, Implementation of the European Parliament and Council Directive 2016/798 of 11 May 2016 on railway safety;
- Resolution of the Transport Regulation Authority no. 106/2018 relating to "Measures concerning the minimum content of the specific rights that the users of rail transport services characterised by public service obligations may require vis-à-vis the managers of railway services and infrastructures";



- Resolution of the Transport Regulation Authority no. 130/2019 relating to "Measures concerning access to service facilities and railway services".
- Resolution 150/2019 of the Transport Regulation Authority relating to "Resolution 93/2019, Provision 6.2.3.3 of annex A to Resolution 118/2018". Revision of Operational Communication 269/2010 "Attribution of the causes of delay, determination of punctuality and performance regime" and of the performance regime. Evaluations of proposals submitted pursuant to Point 5 of the provision.
- 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".

### **1.3.2 General remarks and legal value**

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.

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

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

### **1.3.3 Appeals Procedure**

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

pec@pec.autorita-trasporti.it

**Contacts:**

Autorità di Regolazione dei Trasporti  
Via Nizza 230, 10126 Torino  
Telephone: 011.0908500  
E-mail: segreteria@autorita-trasporti.it  
Certified e-mail: pec@pec.autorita-trasporti.it

## **1.4 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 seven sections, as follows:

*Section 1* – **General information;**

*Section 2* – **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 3 – 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 4 – Capacity Allocation:** describes the capacity request and allocation process, in terms of schedules, priority criteria and types of requests;
- Section 5 – Services and tariffs:** describes the services included in the access charge, ~~as well as those~~ those provided by the infrastructure manager to the undertaking for an extra charge; as well as 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.
- Section 6 – Execution of the contract:** the obligations of the RU and IM, after signing the Path Access Agreement, with respect to the use of the capacity, and the criteria relating to the management of the circulation, including disruption, and of any operational incidents.
- Section 7 – Service facilities:** the services, and the tariffs associated with them, in relation to facilities with guaranteed access rights pursuant to Article 13, paragraph 2, of Legislative Decree 112/2015.

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.

## 1.5 VALIDITY, UPDATING PROCESS AND PUBLICATION

### 1.5.1 Validity Period (updated in December 2021)

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.

### 1.5.2 Updating processes

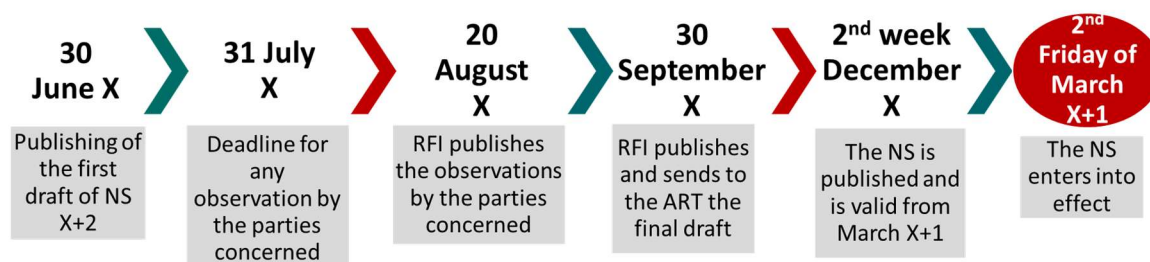
#### Ordinary updating process

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

- a) within 30 June of year X, the IM prepares and publishes the first draft of the NS for year X+2, highlighting in different colours the changed parts (with respect to the applicable NS), including a report containing the reasons for the changes introduced, and presents it to all the parties concerned, based on a transparent and non-discriminatory consulting process, subject to the deadline of 31 July of year X, regarding the formalisation of any observations by the parties concerned by the consultation;
- b) within 20 August of year X, the IM publishes the observations received by the parties concerned;
- c) within 30 September of year X, the IM publishes and sends to the TRA the final draft of the NS X+2, highlighting in different colours the parts of the NS that have been changed (with respect to the applicable NS), respectively at the request of the previously consulted parties and on its own initiative, together with an accompanying report illustrating the meanings and assessments underlying the changes introduced, and the reasons for allowing or rejecting the observations formulated by each party consulted in the process;

- d) within the second week of December in year X, the IM shall publish the NS X+2, which regards the conditions relating to the contract relationships that will develop from the capacity request for the operating timetable effective from December (X+1) to December (X+2); the name of the document will be “Network Statement X+2”;
- e) the NS X+2 shall enter into force on the second Friday of March of year X+1.

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



### Extraordinary updating process

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)).

With particular reference to the health emergency caused by the Covid-19 epidemic, according to the provisions of art. 3 of European Parliament and Council Regulation (EU) 2020/1429, the IM modifies the NS in consideration of the measures adopted by the Member State concerned in accordance with art. 2 of the same Regulation.

### 1.5.3 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. In the event of any disputes or conflict of interpretation between the various versions, the original Italian version shall prevail.

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

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

## 1.6 CONTACTS

For information relating to network access please visit the “Contacts” page on the [www.rfi.it](http://www.rfi.it) website > Servizi e Mercato > Per Accedere alla rete.

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

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

## 1.7 COOPERATION BETWEEN EUROPEAN INFRASTRUCTURE MANAGERS

### 1.7.1 Rail Freight Corridors

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

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

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

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

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

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

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

Furthermore, in order to regulate the procedure for complaints lodged by transport operators against decisions taken by the competent RFC bodies, specific Cooperation Agreements have been entered into, signed by the Regulatory Bodies of the States concerned by the various RFCs. The texts of the agreements can be found at the following websites:

<http://www.mit.gov.it/mit/site.php?p=cm&o=vd&id=2856>

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

In the case of the “**Rhine-Alpine**” RFC, the responsible Regulation Authority is the German Bundesnetzagentur: [www.bundesnetzagentur.de](http://www.bundesnetzagentur.de)

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

For the “**Baltic-Adriatic**” RFC the responsible Regulation Authority is defined in the Cooperation Agreement concluded by the corridor Regulation Authorities: <http://rft5.eu/documents/regulatory-bodies-cooperation-agreement/>

### **1.7.2 Rail Net Europe (updated in December 2021)**

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

RNE's main information tools made available to Applicants:

- **Path Coordination System (PCS)** – International path request system (<http://pcs.rne.eu>);
- **Charging Information System (CIS)** – toll estimation system(<http://cis.rne.eu/>);
- **Train Information System (TIS)** – support system for the management of international trains (<http://tis.rne.eu>);
- **Rail Facilities Portal (RFP)** – European portal containing information on service facilities (<http://railfacilitiesportal.eu/>).

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

## **1.8 GLOSSARY**

### **(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

### **ALTERNATIVE PATH**

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

### **APPLICABLE OPERATING REGULATIONS (NORMATIVA D'ESERCIZIO VIGENTE)**

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

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

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

**APPLICANT (RICHIEDENTE)**

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

**ARRIVAL/DEPARTURE DISPLAY BOARDS (TABELLONI ARRIVI E PARTENZE)**

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

**AUTHORISED CONTACT (REFERENTE ACCREDITATO)**

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

**BASIC SECTION (TRATTA ELEMENTARE)**

a portion of infrastructure in between two contiguous time recording points

**CANCELLATION (SOPPRESSIONE)**

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

**CANCELLATION OF A PATH (DISDETTA)**

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

**CAPACITY ALLOCATION (ASSEGNAZIONE DI CAPACITÀ)**

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

**CAPACITY ENHANCEMENT PLAN (PIANO DI POTENZIAMENTO DELLA CAPACITÀ)**

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

**COMPANIES OPERATING IN RAILWAY PASSENGER TRANSPORT SERVICES (IMPRESE OPERANTI NEI SERVIZI DI TRASPORTO PASSEGGERI FERROVIARI)**

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

**CONGESTED INFRASTRUCTURE (INFRASTRUTTURA SATURATA)**

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

**CONTRACT VALUE (VALORE DEL CONTRATTO)**

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

**CONTROL PERIOD (PERIODO DI CONTROLLO)**

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

**COORDINATION (COORDINAMENTO)**

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

**CORRIDOR ONE STOP SHOP (C-OSS)**

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

**DAILY SCHEDULE (PROGRAMMA GIORNALIERO)**

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

**DANGEROUS GOODS (MERCI PERICOLOSE)**

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

**DANGEROUS GOODS TERMINAL (SCALO MERCI TERMINALE PER MERCI PERICOLOSE)**

freight terminals for dangerous goods

**DEDICATED INFRASTRUCTURE (INFRASTRUTTURA SPECIALIZZATA)**

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

**DEPOSIT (AREA DI DEPOSITO)**

a dedicated area for temporarily stationing rolling stock when not used

**DWELL**

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

**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 (CAPACITÀ QUADRO)**

the infrastructure capacity assigned in connection with a framework agreement

**HARMONISATION (ARMONIZZAZIONE)**

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

**HEAVY MAINTENANCE (MANUTENZIONE PESANTE)**

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

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

the railway infrastructure dedicated to HS/HC transport services

**INFRASTRUCTURE CAPACITY (CAPACITÀ DI INFRASTRUTTURA)**

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

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

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

**INTERMEDIATE ADJUSTMENT REQUEST (RICHIESTA PER UN ADEGUAMENTO INTERMEDIO)**

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

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

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

**INTERVAL-SERVICE TIMETABLE (ORARIO CADENZATO)**

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

**LICENSE (LICENZA)**

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

**LICENSING AUTHORITY (AUTORITÀ 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 CAPACITÀ LIMITATA)**

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



**LINE MODULE (MODULO DELLA LINEA)**

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

**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)

**ONE STOP SHOP (OSS)**

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

**OPERATION MANAGEMENT (GESTIONE OPERATIVA)**

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

**PATH CHANGES (MODIFICA TRACCE)**

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

**PERFORMANCE (EFFETTUAZIONE)**

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

**PERFORMANCE SCHEME (SISTEMA DI CONTROLLO DELLE PRESTAZIONI)**

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

**ePIR portal**

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

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

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

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

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

**RAIL FREIGHT CORRIDOR**

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

**RAILWAY INFRASTRUCTURE (INFRASTRUTTURA FERROVIARIA)**

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

**RAILWAY LINE (LINEA FERROVIARIA)**

the rail infrastructure connecting two locations

**RAILWAY UNDERTAKING (IMPRESA FERROVIARIA)**

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

**REASONABLE PROFIT (PROFITTO RAGIONEVOLE)**

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

**REFUSAL (RIGETTO)**

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

**REGIONAL SERVICES (SERVIZI REGIONALI)**

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

**REGULATORY BODY (ORGANISMO DI REGOLAZIONE)**

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

**RE-ROUTING (DEVIAZIONE)**

any alterations to the train itinerary vis-à-vis the allocated path; this also includes those cases where a train has to follow an alternative route with respect to that set by the path in the case of two or more parallel lines

**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

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

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

**TIME RECORDING POINTS (PUNTI ORARIO)**

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

**TIME SLOT (FASCIA ORARIA)**

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

**TRAIN PATH or PATH (TRACCIA ORARIA o TRACCIA)**

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

**TRAIN TIMETABLES (QUADRI ORARIO)**

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

**TYPE OF SERVICE (TIPO DI SERVIZIO)**

identified in respect of the different market needs/segments:

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

**WORKING TIMETABLE (ORARIO DI SERVIZIO)**

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

**YARD or FACILITY (IMPIANTO)**

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

# SECTION 2 - INFRASTRUCTURE

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## 2.1 INTRODUCTION (UPDATED IN DECEMBER 2021)

This Section describes the principal characteristics of the Italian rail infrastructure and its aim is to provide the railway undertakings with all the necessary elements enabling them to plan their bid and apply for the relevant train paths and related services.

The detailed information set out in Section 2, such as the characteristics of the lines and facilities, is contained in the ePIR portal, which is an integration of the NS.

The ePIR portal is based on georeferenced maps (GIS) and interactive thematic graphics characterised by detailed descriptive windows. The request makes it possible to select options and adopt the available instruments, select maps with different bases (satellite, land surveys, urban surveys and other), choose the theme to be represented (e.g. operating system, type of code for combined traffic – PC, train operation control system and other), select data aggregated geographically (commercial line, traffic catchment area) or manually (geometric points, lines and areas) and display/export the detailed data in tables, display the representation of the summary layouts and other technical information. RFI technical attachments, which includes information about the document publication, are also available on ePIR portal.

The ePIR portal can be consulted online with access credentials, issued automatically following registration or by means of authentication credentials in the RFI Application Portal, on the RFI portal: [www.rfi.it](http://www.rfi.it) > Offerta > Accesso alla rete > Prospetto informativo della rete or at the <https://epir.rfi.it> website

For additional information on the contents of this Section please contact:

**RFI S.p.A. - Direzione Commerciale**

**e-mail:** [ask-dce@rfi.it](mailto:ask-dce@rfi.it)

The ePIR portal will be updated as follows:

- in December of year X, the IM will provide the infrastructure scenarios relating to December of year X and year X+1, as well as the unavailability programmes referred to in point 2 of par. 4.3.2.2 for the year x+2;
- in June of year X+1, the IM will provide the infrastructure scenario at that date and an update of the infrastructure scenario for the December X+1 and the unavailability programmes for the year x+2.

## 2.2 EXTENT OF NETWORK

### 2.2.1 Limits

The national rail infrastructure is the one referred to in the DM 138T of 31 October 2000.

For the sole purpose of the requirements related to the management rules, the infrastructure is broken down into nodes, basic network and secondary network (which, in turn, is broken down into secondary-network lines, limited-traffic lines, shuttle lines).

The extension of each of the Network components according to the above mentioned DM is shown in the home page of the ePIR portal.

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

#### ***Connecting facilities between the national rail infrastructure and the regional networks***

The following table shows the connecting stations between the national rail infrastructure and the interconnected regional lines, together with the managers of the latter.

For any requests of services by the Railway Undertakings operating in the connecting facilities with the regional networks reference should be made to the application procedures and timelines in the following sections 5 and 7.

**Table 2.1 –Network connecting facilities between the interconnected regional lines and the national rail infrastructure**

Network connecting facilities	Regional rail network operators
Settimo Torinese	Gruppo Trasporti Torinese GTT Spa
Seregno, Milano Lancetti, PM Ghisolfia, Merone, Busto Arsizio, Brescia, Rovato*, Laveno*, Camnago*, Novara Boschetto, Novara*	Ferrovienord Spa
Merano	STA – Strutture Trasporto Alto Adige Spa <sup>1</sup>
Adria, Venezia Mestre	Infrastrutture Venete srl
Udine	Società Ferrovie Udine Cividale srl
S. Giuseppe di Cairo*	Società Funivie (Ferrovia Savona - San Giuseppe) <sup>1</sup>
Ferrara, Poggio Rusco, Suzzara, 2° Bivio/PC Parma Est, Bologna C.le, Portomaggiore, Casalecchio Garibaldi, Modena, Reggio Emilia, Bivio Rivana	Ferrovie Emilia Romagna srl
Arezzo, Sinalunga	La Ferroviaria Italiana Spa
Roma Ostiense*, Fabrica di Roma **	ATAC Spa <sup>1</sup>
Perugia Ponte San Giovanni, Terni	RFI Spa
San Vito Lanciano	Società Unica Abruzzese di Trasporto (T.U.A.) Spa
San Severo, Foggia	Ferrovie del Gargano srl
Cancello, Benevento, S.Maria Capua Vetere	Ente Autonomo Volturno E.A.V. srl
Bari C.le*, Taranto, Francavilla F., Lecce	Ferrovie del Sud Est e Servizi Automobilistici srl
Barletta*	Ferrotramviaria Spa

\* Only shunting movements between the national rail infrastructure and the regional network are allowed.

\*\* The RFI line is temporarily closed to service. Extraordinarily, the operation of rolling stock is allowed only under interruption schemes.

<sup>1</sup> Managers of lines not falling within the scope of Legislative Decree 112/15, on the basis of DM of 5 August 2016.

The relations between the IM and the Managers of the railway infrastructures listed in the DM of 5 August 2016 are regulated by the applicable law.

The regional railway lines falling within the scope of application of the DM of 5 August 2016 – except those operated by Ferrotramviaria Spa – are equipped to provide transport services in an interconnected capacity with the RFI network.

Moreover, the following table shows the network connecting facilities between the national rail infrastructure and the narrow gauge regional networks with the relevant operators.

**Table 2.2 - Network connecting facilities (narrow gauge)**

Network connecting facilities (narrow gauge)	Regional rail network operators
Avigliano Lucania, Potenza Superiore, Altamura*	Ferrovie Appulo Lucane
Cagliari, Sassari, Macomer	ARST Spa

\* Only shunting movements between the national rail infrastructure and the regional network are allowed

### **Connecting facilities with the foreign networks**

The connecting stations between the domestic and foreign networks are:

- for the French border: the stations of Ventimiglia and Modane;

- for the Swiss border : the stations of Domodossola, Domo II, Luino, Chiasso and the Arcisate-Stabio line;
- for the Austrian border the stations of Brennero, Tarvisio Boscoverde and S. Candido;
- for the Slovenian border the stations of Villa Opicina and Nova Gorica.

The relations between foreign network Infrastructure Managers, with respect to border traffic services, are regulated by international agreements entered into by the IM themselves, the provisions of which are referred to in the access contracts concluded with the Railway Undertakings (see Section 3 – Annex 1c).

With reference to access and the use of border sections between network connection stations and the Austrian and Swiss frontier, in accordance with the provisions of the current Conventions in force, capacity requests must be forwarded, respectively, to the IMs of the foreign networks: OeBB Infrastruktur AG and SBB Infrastruktur.

The user contracts for the border sections between the network connection stations and the frontier with Austria and Switzerland and for the border section and the network connection station of Ventimiglia are stipulated with RFI.

With regard to access and use of the border sections for the Ventimiglia network connection station capacity requests must be forwarded to the IM of the foreign network SNCF Réseau in accordance with the provisions of the Convention currently in force, while for access and use of the border section for the Modane network connection station capacity requests must be forwarded to RFI.

With regard to access and use of the border sections for the Modane network connection stations the user contract will be signed with the foreign IM SNCF Réseau.

With regard to access and use of the border sections and the network connection stations bordering on Slovenia it should be noted that the agreements with the IM of the foreign network are being updated.

Regarding any service requests by Railway Undertakings operating in the connecting facilities with foreign networks, reference should be made to the application procedures and timelines set out in sections 5 and 6 below.

Following is the contact information for the infrastructure managers of the networks bordering with the Italian network:

**SNCF Réseau**, French rail network operator

15 Rue Jean Philippe Remeau  
93200 SAINT DENIS  
Tel : +33 (0)1 53 94 30 00  
Fax : +33 (0)1 53 94 38 00  
Website: [www.sncf-reseau.fr](http://www.sncf-reseau.fr)

**SBB Infrastructure**, Swiss rail network operator

Hilfikerstrasse 3  
3000 Berna 65  
Svizzera  
Tel: +41 (0) 79 732 67 73  
e-mail: [info.nzvp@sbb.ch](mailto:info.nzvp@sbb.ch)

**ÖBB Infrastruktur AG** – Austrian rail network operator

A – 1020 Vienna, Praterstern 3  
Tel: + 43 664 617 2537  
email: [oss.austria@oebb.at](mailto:oss.austria@oebb.at)

**Slovenske železnice d.d.**, Slovenian rail network operator

Kolodvorska ulica 11, SL - 1506 Ljubljana  
Tel. (386 1) 29 12 100, (386 1) 29 14 180  
Fax (386 6) 29 14 805  
Website: [www.slo-zeleznice.si](http://www.slo-zeleznice.si)

## 2.3 NETWORK DESCRIPTION

The rail network structure shown in the ePIR portal is broken down into basic elements consisting of arcs developing between the two ends represented by Network facilities or stations and service locations (junctions, communication facilities). It is possible, thanks to the selected representation, to investigate in detail the characteristics of the basic section and/or end facility.

In the ePIR portal, the railway lines and facilities are reported in accurate geo referenced detail. The following elements are shown as reference points on the maps:

- Regional capital cities
- Main locations
- Other locations
- Engineering locations

It is possible to mention in greater detail and place the rail lines and facilities within the context of the other infrastructure (for example, the thematic open street map makes it possible to superimpose the road and rail infrastructure).

### Geographical data

#### 2.3.1 Type of track

The ePIR portal shows the information relating to the length of the line sections broken down by type of track (single/double track).

#### 2.3.2 Track gauge

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

#### 2.3.3 Stations

The distance between the stations can be found in the ePIR portal. The name and geographical location of the border stations can be found in the ePIR portal.

### Line characteristics

#### 2.3.4 Loading gauge

Line coding is shown in the ePIR portal. In the case of oversize cargo (overall dimensions exceed limits of the loading gauge), reference must be made to paragraph 3.4.3.

#### 2.3.5 Axle mass limits

##### *Axle mass limits*

Regarding the axle mass category, the line characteristics of the lines highlights presence of special limitations relating to axle-loads above the accepted limit; these limitations can be found in the document called "Caratteristiche tecnico-funzionali della Infrastruttura ferroviaria nazionale gestita da RFI" (Engineering and functional characteristics of the railway infrastructure managed by RFI) and will be communicated during the planning phase on request of the RUs concerned.

The values corresponding to classifications shown in the map are as follows:

**Table 2.3 - Mass for line category**

Category	Mass per axle	Mass per current metre
D4	22,5 t	8,0 t/m
C3	20,0 t	7,2 t/m



B2	18,0 t	6,4 t/m
A	16,0 t	5,0 t/m

In the case of cargo above these weight limits, reference should be made to paragraph 3.4.3.

### ***Lines where trains with a mass exceeding 1600 tonnes are allowed***

The ePIR portal indicates the lines where trains with a mass exceeding 1600 t are allowed without the need for specific authorisation for excess mass transport. In any case, circulation is subject to compliance with the specific interface regulations issued by the IM. The grid of the lines can be reviewed, in response to the requests that will be made to the IM by the Applicants, and updated, following the necessary technical feasibility checks, according to the timing for reviewing the reference interface standard.

### **2.3.6 Line gradient**

The maximum line gradient (expressed in “thousandths”), for both directions, can be found in the ePIR portal.

### **2.3.7 Line speed**

The line speed, in its minimum and maximum values for each permitted speed class in the line section; the speed classes, and relevant permitted trains, are given in the Line Files/Timetable Files shown in the ePIR portal.

### **2.3.8 Maximum length of trains**

The line module – representing the maximum length that can be used by the passenger and freight trains on the line (locomotive(s) plus hauled stock) – is shown in the ePIR portal.

### **2.3.9 Power supply system**

The power supply systems available in the Manager’s network are:

- a) ET (Electrical Traction) by direct current at 3000 V on conventional lines;
- b) ET (Electrical Traction) by alternate current at 25,000 V on HS/HC lines;
- c) DT (Diesel Traction) on non-electrified lines.

## **Traffic Control and Communication Systems**

### **2.3.10 Signalling systems**

The line equipment, including the possibility of relaying signals to traction vehicles, can be found in the ePIR portal.

### **2.3.11 Traffic control systems**

The control system adopted on the infrastructure is indicated in the ePIR portal. BAB means Blocco Automatico Banalizzato, automatic block of two-way working lines, BA means Blocco Automatico, automatic block, BCA means Blocco Conta Assi, axle-counter block, BEM means Blocco Elettrico Manuale, hand-operated electric block, ERTMS means European Rail Traffic Management System.

### **2.3.12 Communication systems**

The ground-to-train communication system, called GSM-Railway, was introduced on 25 October 2004. Since then the national Infrastructure Manager is directly responsible for the mobile communications services for railway operations, among which are emergency calls, group calls and the handling of priority calls.

### **2.3.13 Train operation control and protection systems**

#### ***Train operation control systems***

The line operating system of the infrastructure is indicated in the ePIR portal. The symbols used are: DC means Dirigente Centrale (Central Traffic Controller), CTC means Controllo Centralizzato del Traffico (Centralized Traffic Control), where the Dirigente Centrale Operativo operates, DL means Dirigenza locale (Local Traffic Controller), DU means Dirigente Unico (Single Track Line Traffic Controller); where "Others" is written, reference should be made to the service publications relating to the line.

#### **Train run protection systems**

The installation of the Sistema di Controllo Marcia Treno (SCMT), the Train Operation Support System (SSC), in the infrastructure or ERTMS on HS lines is indicated in the ePIR portal.

As regards the characteristics and functionalities of the two systems, reference should be made to the regulations posted in [www.rfi.it](http://www.rfi.it)

## **2.4 TRAFFIC RESTRICTIONS**

### **2.4.1 Specialised Infrastructure**

The dedicated or specialised lines for HS passenger services and the adjusted or specialised lines for freight services are indicated in the ePIR portal, which also details whether the adaptation/specialisation is total or partial and, in the latter case, the relevant periods (assumed partial time) and other permitted services (assumed partial utilise) are highlighted.

### **2.4.2 Environmental Restrictions**

Any specific limitations are set out in the IM's Regulatory Document "Technical and functional characteristics of the National Rail Infrastructure operated by RFI". The documents are available online in the public e-PODweb database accessible from this IM website [www.rfi.it](http://www.rfi.it).

### **2.4.3 Dangerous Goods**

The yards suited to the terminalisation/handling of dangerous goods are shown in the ePIR portal. The Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), besides the provisions referred to in paragraphs 3.4.4 and 4.7, apply, as such, to the international rail transport of dangerous goods.

### **2.4.4 Tunnel Restrictions**

Any specific limitations are set out in the IM's Regulatory Document "Technical and functional characteristics of the National Rail Infrastructure operated by RFI". The documents are available online in the public e-PODweb database accessible from this IM website [www.rfi.it](http://www.rfi.it).

### **2.4.5 Bridge Restrictions**

As regards traffic restrictions on the infrastructure bridges, reference should be made to the document called "Caratteristiche tecnico-funzionali della Infrastruttura ferroviaria nazionale gestita da RFI" available online in the public database e-PODweb accessible from the institutional website of this GI [www.rfi.it](http://www.rfi.it).

### **2.4.6 Other Restrictions**

Following are the characteristics of the traction vehicles that are barred from running on the line sections, because of the negative effects induced on the infrastructure capacity due to the reduced performance in terms of speed and one hour continuous power rating.

Any exceptions to the operation of the vehicles in question shall be considered on a case by case basis, on partial sections, besides in the case of specific measures of deviations of traffic flows for line interruptions.

**Table 2.4 – Other restrictions**

Line section	Maximum speed	Continuous power rating per hour
[Milano] Milano Rogoredo - Lavino [Bologna]	110 km/h	2 Mw
Modane / Modane FX - Alpignano [Torino]	110 km/h	2 Mw
Brennero-Verona	110 km/h	2 Mw
[Bologna] Bologna S. Ruffillo - Firenze Castello [Firenze]	110 km/h	2 Mw

note: the vehicles concerned are those that possess both the characteristics

Any further restrictions may be stated in the IM’s regulatory technical documents (Line Files, in the the document called “Caratteristiche tecnico-funzionali della Infrastruttura ferroviaria nazionale gestita da RFI” – Engineering and functional characteristics of the railway infrastructure managed by RFI, etc.). available online in the public database e-PODweb accessible from the institutional website of this GI [www.rfi.it](http://www.rfi.it).

## 2.5 OPERATING SCHEDULE

The lines can be used between the times as follows:

**Table 2.5 – Line enablement period**

Line opening schedules		
HS/HC lines	24h	For list see DM 43T and DM-T 18/8/06
Main lines	24h	For list see DM 43T and DM-T 18/8/06
Lines passing through the major rail nodes	24h	For list see DM 43T and DM-T 18/8/06
Type A additional lines	24h	For list see the ePRI portal
Type B additional lines	17h46'	For list see the ePRI portal
Type C additional lines	15h46'	For list see the ePRI portal
Type D additional lines	14h24'	For list see the ePRI portal

The servicing of the type B, C and D additional lines, within the line opening schedules specified in the table above entails no extra charges. Operations may be extended, beyond the specified opening schedules, on the request of the RU concerned and, in any case, subject to the availability of personnel. Any requests to this effect must be made concomitantly with the submission of the train path request and, in any case, within 30 days prior to the start date of the service for which the operation extension has been requested.

The full list of additional classified lines and their nature, with reference to the opening period for the 2020/2021 timetable, is shown in the ePIR portal. The latter takes into account the classification of the lines referred to in the preceding paragraph and the business organisation of the IM descending from the path requests by the RU for the 2021/2022 timetable.

Therefore, the IM, upon receiving the path requests from the RU for the 2021/2022 timetable, may alter the actual line opening timetable, safeguarding the opening periods given above, in order to meet the demand.

The list of lines featuring a suspension of commercial services is given in the ePIR portal.

The timeframes during which the yards/facilities can be used are indicated in the ePIR portal. With regard to the terminal stations of Torino PN, Milano Cle, Venezia SL, Trieste Cle, Firenze SMN, Roma Tni, Napoli Cle, Palermo Cle, Cagliari, the commercial services shall be suspended during the night for at least 3 hours, in order to allow maintenance and cleaning operations to be carried out. Any requests for and the consequent allocation of paths outside the above mentioned time frames shall generally entail a cost for the RU, corresponding to the time extension charge.

For stations with Remote control/D.U. arrangements, the indicated hours refer to the enablement time of the central control point with D.C.O./D.U.

In the stations run by a Dirigente Movimento (D.M.), shunting inspector, on the lines with a Dirigenza Locale (D.L.), local traffic control, no train marshalling, opposing train meeting and give-way operations shall be allowed outside the established timeframe during which the yards can be used.

## **2.6 INFRASTRUCTURE DEVELOPMENT (UPDATED IN DECEMBER 2021)**

The ePIR portal also gives an overview of the projects that, in the course of the 2021/2022 and 2022/2023 timetable periods, will result in either an upsizing (new works) or downsizing (infrastructure projects that the IM undertakes to notify to the RU, in accordance with paragraph 4.3.2) of the infrastructure capacity. If the project entails an upsizing of capacity, the IM shall request beforehand, to the ANSFISA, whether it will require the relevant Safety Certificate and, therefore, inform the RUs concerned.

Regarding the projects mentioned hereinabove, there will be an indication of the date on which the infrastructure upsizing works will be commenced and the date/period of unavailability, in the case of works resulting in the downsizing of the infrastructure capacity.

The IM, pursuant to article 15(5) of Legislative Decree 112/15, shall adopt a commercial plan, consistently with the development strategies indicated by the State and subject to prior consultation with the parties concerned, setting out the plans for the best and most efficient development of the infrastructure and services provided by RFI as the service facility operator.

The IM, on a yearly basis at least, shall organise a technical meeting – in agreement with the Ministry of Sustainable Infrastructures and Mobility – Department for Infrastructure, General Affairs and Personnel – General Directorate for Rail Infrastructure and Rail Interoperability, and with the TRA – for the purpose of collecting suggestions and requests for improving, enhancing the efficiency and developing the infrastructure dell’infrastruttura and services provided by RFI as the service facility operator, with all the Applicants, in order to independently assess, in agreement with the DG of the Ministry of Sustainable Infrastructures and Mobility, their eligibility for inclusion in the CdP. Any proposals submitted at these meetings shall be accompanied by a documentary analysis on the effective benefits of the project, its cost-effectiveness (in terms of cost-benefits) and the qualitative improvement of the infrastructure concerned.

The IM guarantees the start of the technical table by 30 April of each year, communicating to stakeholders and making available on the corporate website, according to the IM's offer:

- a list and brief description of the service facilities or portions of them that have not been used for at least two years (highlighting those that the IM plans to decommission/reconvert);
- a list and brief description of the service facilities or portions of them that the IM intends to decommission or convert, even if in use.

Applicants must send their applications to the IM within 30 days of the start of the technical roundtable. By 31 January RFI, taking due account of and evaluating the proposals made by interested parties together with the contributions submitted, in agreement with the D.G. of the MIMS, publishes a final report of the analysis procedure on its website of the proposals and contributions, making this documentation available for the next 5 years.

If a stakeholder or other economic entity formally indicates to the IM its intention to take over the management of the service facility, or part of it, from among those published in the list of decommissioned/reconverted service facilities, RFI shall inform the Authority and consider the proposal in accordance with Article 13, paragraph 8, of Legislative Decree 112/2015 and Article 15 of Regulation 2177/2017.

### **2.6.1 Investments aimed to reduce cases of turbulent train circulation**

The Infrastructure Manager, aiming to reduce cases of turbulent trains circulation, especially in main junctions and on sections common to HS/HC and conventional lines, produce a chronologic investments plan valid for the following 5 years.

The chronologic investments plan is published into Network Statement web application (ePIR portal).

For detecting the investments priority order the following criteria apply:

- Circulation regularity on the basis of the line commercial value, aiming to the service quality improvement as well as to the traffic management possibilities in case of disturbances;
- Current and planned traffic levels, net of the available and allocated capacity, aiming to detect any eventual critical aspect connected to the section or installation saturation;
- Installations and lines technology level, with priority for installations or lines equipped with outdated systems;
- Number of different line speeds, with priority for lines interested by heterotachy;
- Interferences within an installation, with priority for stations in which systematic interferences generate, in case of disturbance, irregularities affecting the timetable stability.

## 2.7 ACCESS TO THE NETWORK

### 2.7.1 Network usage rules (updated in December 2021)

In order to pursue a division of the capacity aimed at ensuring an effective and optimal use of the railway infrastructure, in accordance with the provisions of art. 22, par. 2 lett. b) of Legislative Decree 112/15, the IM considers the achievement of the highest degree of standardisation of the bid for passenger trains final and establishes rules for the use of lines and systems, functional to the better organisation of the capacity of the network elements with a high degree of utilisation.

Based on the technological and/or infrastructure upgrades planned by the IM, such as to increase the infrastructure capacity, the rules of use may be subject to change in subsequent editions of the Network Statement.

#### ***Bid standardisation***

A standardised bid is a set of routes, belonging to the same "mission", which is characterised by having routes:

- a) with the same origin/destination ends;
- b) the same intermediate stops;
- c) a repetitive frequency throughout the day.

Paths are also considered to belong to the same 'mission' if they have a different origin and/or destination but a significant part of their journey has the same 'mission' characteristics.

Requests for train routes regarding the passenger bid received as specified in par. 4.2, will be treated ensuring compliance with the "mission" characteristics, involving the Applicant if it is necessary to use the flexibility margins referred to in par. 4.5.4.1.

In infrastructure sections declared saturated, also according to the provisions of the following par. 2.7.2, all requests for train routes not included in the above case, will be evaluated as part of the harmonisation process referred to in par. 4.5.4.1, following the standardised ones but in any case, in compliance with the deadlines defined in par. 4.5.1.

#### ***Efficient use of the systems in the hubs***

In relation to the interference between entry and exit routes, at the head stations, station usage rules are defined, for all types of transport services, aimed at capacity optimisation.

Specifically:

- at the Milan hub, direct connections on the Turin-Venice line are not feasible via Milano Centrale neither commercially nor in terms of connection of materials;
- at the Venice hub, direct connections on the Rome/Milan - Udine/Trieste routes are not possible via Venezia Santa Lucia.

### 2.7.2 Level of utilization of the infrastructure

The level of utilisation of the infrastructure can be found in the technical attachment to the ePIR portal “Levels of utilisation of the infrastructure: limited capacity infrastructure and congested infrastructure”.

The national rail infrastructure has been divided into uniform macro-sections and the values of the following factors have been established for each macro-section:

- **hourly load:** the number of paths allocated by the IM for each hourly time slot, on a typical day of the relevant timetable.
- **daily load:** the number of paths allocated by the IM over a 24 hour period of the typical day of the relevant timetable.
- **hourly theoretical capacity:** the maximum number of paths that can be allocated within a 1 hour period, based on a homotachic transport plan and distancing as required by the technical line specifications (D).

Calculated as the following ratio: 60/D.

The value of the hourly theoretical capacity, which depends on the technical characteristics of the infrastructure, also takes into account the technological and/or infrastructure actions the activation of which is provided in connection with the relevant NS timetable.

- **hourly commercial capacity:** the maximum number of paths that can be allocated within a 1 hour period, based on a transport plan consistent with the heterogeneous (variable) nature of demand, in terms of commercial speed and distancing as required by the technical line specifications. It is calculated as the ratio of the theoretical hourly capacity to the coefficient indicating the level of line heterotachy (K).

The commercial capacity, therefore, depends on the characteristics of the infrastructure and the transport plan, with its specificities in terms of the difference of commercial speed between the different products and the timetable structure.

- **daily commercial capacity** is the product of the hourly commercial capacity times the hours of operation of the line, minus any maintenance and closing slots.
- **hourly limited capacity threshold** is the percentage of use of the hourly commercial capacity beyond which local traffic instability can set on. It is defined consistently with the standards identified in the Fiche UIC406.
- **hourly congestion threshold** is the percentage of use of the hourly commercial capacity beyond which the macro-section becomes congested in the hourly period.
- **daily limited capacity threshold** is the percentage of use of the daily commercial capacity beyond which local traffic instability can set on, with broad and systematic repercussions. It is defined consistently with the standards identified in the Fiche UIC406.
- **daily congestion threshold** is the percentage of use of the daily commercial capacity beyond which the line becomes congested.

The reference values of the above-mentioned indicators are calculated on the basis of standard values of distance, K coefficient and opening hours, distinguished by line classes shown in Table 2.6.

If there are line-specific values from capacity analyses carried out over the last three years for a declaration of saturation, the available values for the line under consideration given in the *Annex* to this chapter will be considered.

**Table 2.6 – Capacity values and limited /congested capacity threshold values**

Line	Type	Hourly theoretical capacity	Hourly commercial capacity	Daily commercial capacity	Hourly limited capacity threshold	Hourly congestion threshold	Daily limited capacity threshold	Daily congestion threshold
AV	AV	12	11	230	75%	85%	60%	80%
Mixed Traffic - Double Track B.A	DB-BA	12	8	160	75%	85%	60%	80%
Mixed Traffic Double Track B.C.A	DB-BCA	7	5	100	75%	85%	60%	80%
Mixed Traffic Double Track B.E.M	DB-BEM	6	4	80	75%	85%	60%	80%
Single Track	SB	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 2.6, in relation to the relevant line class. The economic consequences detailed in par. 5.6.4 apply only to the limited capacity sections. They also apply to individual time slots where the threshold values of limited capacity in Table 2.6 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, 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. 4.6.1 (Statement of congestion).

Following the inclusion of the saturated line indication in the technical annex available in the eNS portal, the IM will activate the procedures provided for in par. 4.6.3 (Capacity analysis and upgrade plan). The same document includes any systems declared saturated pursuant to par. 4.6.1, following the coordination procedure referred to in par. 4.5.5.

The level of use found in the technical attachment to the ePIR portal “Levels of utilisation of the infrastructure: limited capacity infrastructure and congested infrastructure”, is preferably published by 31 January, and in any case 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.

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 5.6.4 for the timetable period following the one in force, and will constitute a useful reference for planning the services.

## 2.8 ACCESS TO THE HS/HC NETWORK

This part of the document provides some indications for planning transport services on the HS/HC network.

Therefore, considering that the new HS/HC lines are characterised by:

- a standard speed of 300 km/h;
- the ERTM-S Level 2 safety system;
- a traction current of 25,000 V (alternate current);

in order not to jeopardise the full exploitation of the quality and quantity potential of these HS/HC lines, during the daytime, generally between 6.00 and 22.00, which is the characteristic period of HS operation, only speeds of up to 250 km/h will be allowed. Lower speeds will be allowed only on the limited sections specified in the ePIR portal.

## Specific capacity values for the lines subject to capacity analysis

Line		Type	Hourly theoretical capacity	Hourly commercial capacity	Daily commercial capacity	Hourly limited capacity threshold	Hourly congestion threshold	Daily limited capacity threshold	Daily congestion threshold
DD FI-RM	PM Rovezzano - 1°B.Orte Sud	DD - N	12	11	180	75%	85%	60%	80%
	1°B.Orte Sud - Roma Tiburtina	DD - S	12	11	195	75%	85%	60%	80%
Passante NAPOLI		PAS-NA	12	10	200	85%	95%	70%	90%
Passante MILANO		PAS-MI	15	15	330	85%	95%	70%	90%
TORINO P. SUSA - TORINO STURA (LS)		DB-BA	12	10	210	75%	85%	60%	80%
ToStura Orig.AV - TORINO STURA		DB-BA	12	10	210	75%	85%	60%	80%
MILANO CENTRALE - MILANO LAMBRATE (BO)		DB-BA	12	10	190	75%	85%	60%	80%
MILANO LAMBRATE - MILANO ROGOREDO (BO)		DB-BA	12	10	200	75%	85%	60%	80%
MILANO ROGOREDO - Bivio/PC Meleg.		DB-BA	12	10	200	75%	85%	60%	80%
Dev.Int. DD/AV - ROMA TIBURTINA (DD)		DB-BA	12	9	170	75%	85%	60%	80%
ROMA TERMINI - Dev.Int. DD/AV (DD)		DB-BA	12	9	165	75%	85%	60%	80%
ROMA PRENESTINA - ROMA TERMINI		DB-BA	12	9	165	75%	85%	60%	80%
Dev.Est. NA C.LE - NAPOLI CENTRALE		DB-BA	12	11	215	75%	85%	60%	80%
Dev.Est. NA C.LE - PM CASORIA		DB-BA	12	11	190	75%	85%	60%	80%
TO.LINGOTTO - D.Estr.Monc.Sang		DB-BA	12	10	185	75%	85%	60%	80%
VARESE - GALLARATE		DB-BCA	4	3	80	75%	85%	60%	80%
MI.P.GARIBALDI - P.M. GHISOLFA (NO)		DB-BA	12	10	205	75%	85%	60%	80%
MILANO LAMBRATE - P.M. Trecca		DB-BA	12	9	200	75%	85%	60%	80%
FIDENZA - Castelguelfo		DB-BA	12	9	190	75%	85%	60%	80%
Castelguelfo - PARMA		DB-BA	12	10	195	75%	85%	60%	80%
REGGIO EMILIA - Rubiera		DB-BA	12	10	200	75%	85%	60%	80%
Rubiera - MODENA		DB-BA	12	9	185	75%	85%	60%	80%
MODENA - Dev.Int.Cast.F.		DB-BA	12	10	185	75%	85%	60%	80%
Dev.Int.Cast.F. - PM LAVINO		DB-BA	12	9	190	75%	85%	60%	80%
Biv. S.Vitale - P.M.MIRANDOLA O.		DB-BA	12	9	185	75%	85%	60%	80%
P.M.MIRANDOLA O. - Imola		DB-BA	12	8	180	75%	85%	60%	80%
Imola - CASTELBOLOGNESE		DB-BA	12	9	205	75%	85%	60%	80%
PIOLTELLO LIM. - MELZO SCALO		DB-BA	11	9	220	75%	85%	60%	80%
MELZO SCALO - Bivio Casirate		DB-BA	10	9	210	75%	85%	60%	80%
Bivio Casirate - P.M. Bivio Adda		DB-BA	9	7	200	75%	85%	60%	80%
ROVATO - BRESCIA EST		DB-BA	8	6	195	75%	85%	60%	80%
BRESCIA EST - BRESCIA		DB-BA	9	7	200	75%	85%	60%	80%
VICENZA - Grisignano Z.		DB-BA	8	6	190	75%	85%	60%	80%
PADOVA - G.S. Mestre		DB-BA	9	7	185	75%	85%	60%	80%
G.S. Mestre - VENEZIA MESTRE		DB-BA	8	6	180	75%	85%	60%	80%
CASTELFRANCO V. - TREVISO C.		DB-BCA	5	4	95	75%	85%	60%	80%
GORIZIA CENTRALE - RONCHI LEG.NORD		DB-BCA	5	4	90	75%	85%	60%	80%
CONEGLIANO - TREVISO C.		DB-BCA	6	5	95	75%	85%	60%	80%
D.E. CONEGLIANO - CONEGLIANO		DB-BCA	4	4	80	75%	85%	60%	80%
SACILE - D.E. CONEGLIANO		DB-BCA	6	5	110	75%	85%	60%	80%
UDINE - Pordenone		DB-BCA	5	4	80	75%	85%	60%	80%
Pordenone - SACILE		DB-BCA	6	5	115	75%	85%	60%	80%
ROMA OSTIENSE - ROMA TUSCOLANA (DD)		DB-BA	12	9	190	75%	85%	60%	80%
ROMA TUSCOLANA - ROMA TERMINI		DB-BA	12	8	175	75%	85%	60%	80%
Torricola - Pomezia		DB-BCA	12	9	180	75%	85%	60%	80%
D.Bivio Maritti. - Napoli S.G.Barra		DB-BA	12	9	200	75%	85%	60%	80%
Napoli Giaturco - D.Bivio Maritti.		DB-BA	12	9	165	75%	85%	60%	80%



# SECTION 3 - ACCESS CONDITIONS

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## 3.1 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 following conditions and procedures apply to both national and international train services and to the RFCs of interest for the RFI network.

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

## 3.2 GENERAL ACCESS REQUIREMENTS

### 3.2.1 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.

### 3.2.2 Conditions for access to the railway infrastructure

#### 3.2.2.1 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.

#### 3.2.2.2 Requests for train paths and rail-related services, for the purpose of entering into an access contract

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 2 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:

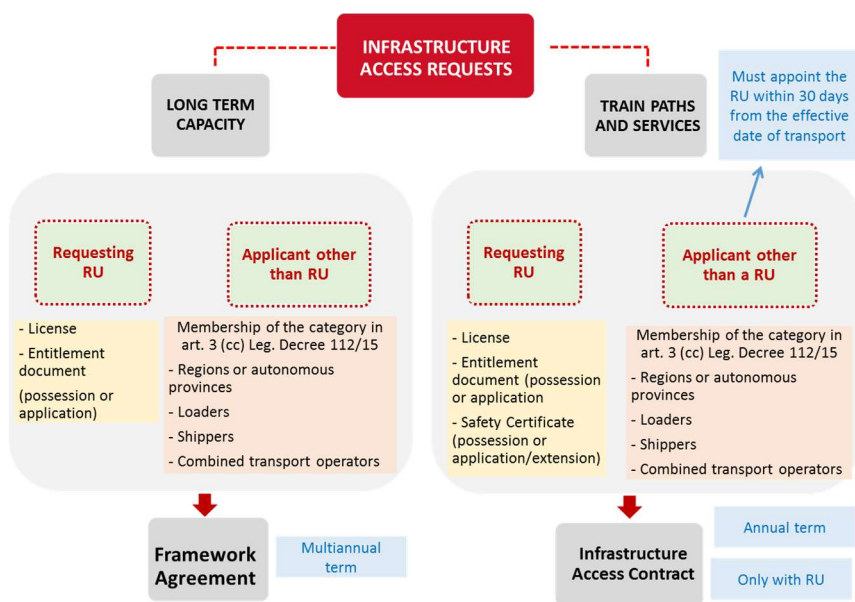
- a) hold a licence issued by the competent Authorities and suited to the delivery of the relevant service; if the licence is suspended at the date of submission of the path application or during the allocation process, the RU must present the licence within the deadlines referred to in par. 3.3.2.1.;
- 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. 3.3.2.1.

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.

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

2. If the Applicant is an individual or corporation other than a RU – pursuant to paragraph 3.2.1– 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 and sign, if the non-RU Applicant does not already have a Framework Agreement, the Agreement outlined in Annex 7 for participation in the annual capacity allocation process.

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.



### 3.2.3 Licenses (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  
Direzione Generale per il Trasporto Ferroviario e le Infrastrutture  
Via Caraci, 36 – ROMA 00157  
website:  
e-mail: [dtg.dgtfe@mit.gov.it](mailto:dtg.dgtfe@mit.gov.it)

### **3.2.4 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 ANSF or by ERA (the decision is chosen by the RUs) in the cases of RU that perform rail services only in Italy and up to the border stations.

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

### **3.2.5 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. 3.3.1.1.

The Railway Undertakings' obligations regarding the submission of a performance bond and insurance policy, are regulated by par. 3.3.2.2 e 3.3.2.3., respectively.

## **3.3 GENERAL BUSINESS/COMMERCIAL CONDITIONS: DETAILED REGULATIONS AND OTHER RULES ESTABLISHED BY THE IM**

### **3.3.1 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 (freight), loading gauge (freight), transport of dangerous goods
- IV. Identification of the arrival tracks only for the HS services referred to in the Framework Agreement.
- V. Number of paths per time slot, broken down by line, indicating the frequency and reference commercial speed. The latter is not mandatory for the IM in the event its needs to implement a different commercial speed to optimize the infrastructure capacity. Exclusively for Framework Agreements related to public local services, the average commercial speed represents an IM' KPI (key performance indicator), expect for cases in which different values derive from a different planning by the Applicant or by the Rail Undertaking fostering for the service.
- VI. Overall volume per timetable period included in the term of the Agreement (shown as trkm)
- VII. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement).

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

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

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

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

The 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 modification of the deadline for a Framework Agreement is not permitted. A Framework Agreement may be renewed only once and only with the express permission of ART, which must receive the request from the holder of the FA before and no later than 15 March in the year in which it has been established that the renewal of the FA is to be requested; this authorisation must be submitted to the IM together with the renewal request according to the schedule in par. 4.4.1.

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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 eNS portal, the technical annex "Capacity assigned with Framework Agreement, by time slot and line section" indicating for each section of the line and for each year, until the expiry of the current Framework Agreements, the following information: the hourly commercial capacity, the maximum hourly capacity that can be assigned with the Framework Agreement, the number of routes per time slot assigned with the Framework Agreement;
- publishes, on its website (section "the Network Statement"), a summary document relating to the existing and satisfactory Framework Agreements, for each Framework Agreement, the general aspects consisting of at least the following information elements: expiry date, tracks/lines/sections subject to pre-allocation of capacity as well as percentage of capacity pre-assigned with the Framework Agreement on these tracks/lines/routes by time slot, content of any withdrawal clauses and content of any penal clauses.

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

### **b) Conclusion and subsequent formalities**

#### **Framework agreement beginning with the first useful timetable period**

1. Framework Agreements beginning with the first useful timetable period – meaning the period activated at least 9 months after the date of execution of the Framework Agreement – shall be requested and signed in accordance with the deadlines for long-term infrastructure capacity requests, as referred to in paragraph 4.4.1;
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 4.5.1, 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 3.2.2.2;
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 4.5.1) – the assignment of the specific capacity, in the form of train paths corresponding to the capacity characteristics under the Agreement.

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

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

### **c) Capacity changes**

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

Regarding the annual capacity allocation process, 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 4.4.2.1.

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 3.3.1.3.

For any greater capacity demands, with respect to that covered by the Framework Agreement, both in terms of periodicity beyond the variation threshold provided for and also with reference to requests for modification of other capacity characteristics established in the Agreement (such as, for example, different transport links and missions), the Applicant must submit an appropriate request for amendment of the Framework Agreement. 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 4.4.2.1, and the amendment shall enter into effect from the first useful timetable period. Changes in capacity cannot lead to changes in the time limits for the expiry of the modified Framework Agreement.

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

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

The charge for accessing the systems by the Applicants shall be specified in the following paragraph 5.5.1.2 and the related amount shall be paid to the IM by the RU actually providing the transport service and shall be regulated under the Access Contract or on the basis of specific agreements concluded by the Applicant and the IM.

On request, in connection with the entry into force of the new timetable, the IM shall deliver to the RU a list of the trains included in the capacity referred to in the Framework Agreement, specifying the relevant access charge (toll). In the case of Regions and Autonomous Provinces, the IM shall also deliver, on request, a paper

copy of the timetable, for the lines of interest, including all the trains running thereon, with the only indication of the relevant type.

### 3.3.1.1 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 3.3.2.2 below), shall be secured by a performance bond – taken out with a bank or insurance company, to the benefit of the IM – to be submitted within 30 working days from the date of signing and covering the entire duration thereof.

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

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

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

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

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

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

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

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

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

### 3.3.1.2 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.

### 3.3.1.3 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 3.3.1 "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 4.5.1;
- 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 4.6.4, as long as they are objectively consistent with the capacity characteristics under the Framework Agreement;
- e) violation of the preceding no assignment clause (paragraph 3.3.1.2);
- 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 3.3.1, 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 3.3.1.1. 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 or via CEM.

In all cases of termination through fault of the Applicant, the IM shall enforce the performance bond, provided in accordance with paragraph 3.3.1.1 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.

### 3.3.2 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.

#### 3.3.2.1 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 6 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 3.3.2.3 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 NS.

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 5.6.3.1 and 5.6.3.2).

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.

### 3.3.2.1.1 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 in connection with the conclusion of the contract for the next timetable period, in accordance with paragraph 3.3.2.2.

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 5.6.3.1 e 5.6.3.2).

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

### 3.3.2.2 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 3.3.2.1.1 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 3.3.1.1, in connection with the conclusion of the Framework Agreement.

#### 3.3.2.2.1 Performance bonds: procedure and content

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

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

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

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

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

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

#### 3.3.2.3 Insurance covers

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;
- **Carrier's liability**, taken out only if it carries out freight services, also on limited line sections, directly on behalf of the RU (unit train) and/or in the capacity of maritime carrier: limit of liability of 10 million euros per event per year.

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

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

Allowed sublimits:

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

No additional sub-limits are allowed for damages related to the 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 National Rail Infrastructure and in the IM's facilities.

This policy shall:

1. contain the undertaking, by the Insurer, to notify to the IM, by registered mail with proof of receipt, any circumstances vitiating the validity of the policies themselves, in particular, the failure to pay the premium and/or to renew the policy on expiry;
2. if the RU has already taken out one or more insurance policies for a limit of liability consistent with the minimum requirements provided for hereunder, instead of the full insurance policy a rider/statement by the Insurer may be accepted according to the format indicated by the IM in Appendix 6 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, from 7 June 2023, Reg. EC n.782/2021) 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 parties (RFI and any RUs involved in an accident) are responsible under the law, excepting the case of fraud and wilful deceit;
8. provide that the Insurer undertakes, also before liability is investigated and ascertained, to implement claims payment procedures, under the policies, simply on presentation of a claim by the damaged parties (also if the claim is made directly against the insured), without prejudice to the fact that the insurance contract is not an autonomous performance bond arrangement. This clause shall not concern any actions for recovery brought against the liable party.

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

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

- take out and produce a single insurance policy for the entire required limit of liability (100 million euros),

or, alternatively,

- spread the amount required for the limit of liability (100 million) over a number of “layers”, with the possibility of proportionally splitting among the policies the amount provided for the allowed sublimits. The RU may also provide one or more collective policies subscribed together with other RUs.

- **Third-party liability insurance for access contracts relating only to network connecting stations – Annex 1b to Section 3**

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

- **Third-party liability insurance for access contracts to the rail infrastructure relating only to the border sections (from the border to the network connecting station) – Annex 1c to Section 3**

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

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

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

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

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

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

#### 3.3.2.4 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 3.3.2.2, to recover its expenses.

### 3.3.2.5 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 3.3.2.6 (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.

### 3.3.2.6 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 3.3.2.2 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 3.3.2.2;
- 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 3.3.2.3;
- e) the serious violation of any of the duties incumbent on the RU, under paragraphs 6.2.3;
- f) the violation of the infrastructure clearance obligations, as determined in accordance with paragraph 6.3.3.2;
- 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 or via CEM.

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 3.3.2.2 above, without prejudice to the right of indemnity for any further damage.

### 3.3.2.7 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 5.6.4.1 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.

### 3.3.3 Contract with non-RU Applicant

Non-RU Applicants are entitled, in accordance with the provisions of Legislative Decree 112/2015, to request infrastructure capacity according to the rules described in chapter 3 and take part in the capacity allocation process described in chapter 4, including the rules related to penalties described in paragraph 5.6.3.1.

RFI does not provide for a Path and Service Allocation Agreement with Non-RU Applicants. The paths and services delivered with the final timetable project by the IM to non-RU Applicants will be attached to the Infrastructure Access Contract of the RU specified for the performance of the transport services.

Participation in the annual capacity allocation process for non-RU Applicants without a Framework Agreement is ensured through access to the ASTRO-RU information system and the signing of the Agreement template provided in Annex 7 to this chapter.

### 3.3.4 General Conditions of Contract

The provisions set out in the NS constitute the general terms and conditions of contract prepared by RFI, which are brought to the attention of the railway sector operators by means of the publication of this document and accepted by the parties when signing the Path Access Agreement or the agreement template provided in Ann.7.

## 3.4 SPECIFIC REQUIREMENTS FOR ACCESS TO INFRASTRUCTURE

### 3.4.1 Train-line compatibility for the use of authorised vehicles

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

<b>VEHICLES</b>	<b>COMMERCIAL CIRCULATION for vehicles that respect fiche 505.1</b>	<b>COMMERCIAL CIRCULATION for vehicles that do not respect fiche 505.1</b>	<b>CIRCULATION FOR TESTS for vehicles that respect fiche 505.1</b>	<b>CIRCULATION FOR TESTS for vehicles that do not respect fiche 505.1</b>
<b>Electric or diesel multiple-unit</b>	€ 285,25+ 62,76 (VAT) in addition € 40,75+8,97 (VAT) for DTP	€ 407,50+89,65 (VAT) in addition € 81,50+17,93 (VAT) for DTP	€ 285,25+62,76 (VAT)	€ 407,50+89,65 (VAT)
<b>Locomotives</b>	€ 203,75+44,83 (VAT) in addition € 40,75+8,97 (VAT) for DTP	€ 305,63+67,24 (VAT) in addition € 81,50+17,93 (VAT) for DTP	€ 203,75+44,83 (VAT)	€ 305,63+67,24 (VAT)
<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>	=====	=====	=====	=====

### 3.4.2 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.

### **3.4.3 Exceptional transports (ref. to paragraph 5.4.4)**

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

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

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

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

### **3.4.4 Transport of dangerous goods (ref. to paragraphs. 4.7, 5.4.3)**

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

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

### **3.4.5 Test runs**

The test runs are a functional activity for approving rolling stock, onboard or pathon-track software (e.g. SCMT) or lines (e.g. speed increase).

With reference to the approval of rolling stock, these must hold the Authorisation for line tests issued by the ANSFISA in the cases provided for by the regulatory framework in force. On the basis of this Authorisation, the Certifying Body issues indications on the type of tests to be carried out (braking, speed, overhead line wear, sound impact, etc.) and their sequence, as well as the type of line necessary to carry out such tests (e.g. HS, conventional or lines with particular plano-altimetric characteristics or curvature radii). On the basis of these indications, the test locations and any available infrastructure capacity are identified.

The Technical Department issues the documents relating to the authorisation to operate and the operating instructions for carrying out the tests. The RUs, when requesting the test runs, must comply with the timetable set out in paragraph 4.5.3.2.

The reference legislation for the above is contained in the ANSF Decree 4/2012, Legislative Decree no. 57/2019 and the '*Guidelines for the granting of authorisations relating to vehicles, vehicle types, structural subsystems and generic applications*' available on the ANSFISA website and in the Official Journal.

The approval process for lines and safety software follows the same procedure as for the approval of rolling stock, with the exception of the Material Circulation Authorisation (issued by the RFI Technical Department), except for any alterations to the approved rolling stock in use.



**Standard Form of Access Contract (\*)**  
*(updated in December 2021)*

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

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

**AND**

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

**RECITALS**

- a) the IM is the national rail network franchisee, in accordance with DM 31 October 2000 no. 138/T, and as such carries on the functions referred to in Legislative Decree 112/15;
- b) the IM provides the GSM-R mobile telephone service, for the purposes allowed under the “Individual licence for the installation and supply of a telecommunications network (based on the ETSI GSM-R technology) dedicated exclusively to the control and operation of rail traffic”, as subsequently amended and supplemented;
- c) the RU holds the licence(s) as follows, no. .... [which has/have been filed by the IM among its records (ref. no. \_\_\_\_)], for the purpose of providing rail services, issued by ..... pursuant to the applicable EU and national regulations;
- d) the RU holds the entitlement document under Article 3(1)(r) of Legislative Decree 112/15 [which has been filed by the IM among its records (ref. no. \_\_\_\_)], issued by the Ministry of Sustainable Infrastructures and Mobility, for providing rail services (specify the type of service as indicated in the entitlement document) ..... on the national rail network [only if possession of this document is required under the applicable law];
- e) the RU holds the single safety certificate part A no. .... and part B no. ..../single 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;
- f) 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;
- g) 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);
- g) on ..... the RU forwarded to the IM, through the “RNE One Stop Shop Network”, a train path allocation request for delivering international train services;
- h) 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;
- i) 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;
- l) the RU, in the event of the circumstances referred to in subparagraph 1 of paragraph 3.3.2.1.1 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];
- m) the RU warrants and represents that it has received a copy of the applicable version [specify which] of the Network Statement (NS), drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, that it is fully acknowledges and

accepts the contents thereof, undertaking to comply with it also as regards the terms and conditions and the procedures governing access to the railway infrastructures and relevant services.

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, paths on capacity restricted/saturated network and charges;  
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. 6.3.3.2 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 [SPECIFY WHETHER PROVIDED ON A DIGITAL MEDIUM] functional to the operation of the following train services ..... (international freight / international passenger / national freight / national long-distance passenger / national local passenger / national freight) and the additional services referred to in Section 5 of the NS, which shall be used by the RU over the term of this contract, and which are detailed in Annex 2, besides any other paths or services detailed in the following paragraph 2 constitutes the purpose of this contract. The RU or IM may submit a grounded request – in the event of any significant changes to the technical and economic scenarios, based on which the contents of Annexes 1, 1b, 2 and 3 have been determined – these Annexes may be updated and amended, subject to prior agreement by the parties. In this case, the Parties shall sign and date the new edition of Annex 1, which will enter into effect on and from the date of signing thereof.
- 2) For the purpose of operating the above mentioned transport services, or in connection with activities strictly related to maintaining the competences resulting from the validity of the Safety Certificate, the RU may submit the requests as follows during the term hereof:
  - a) for the allocation of extra train paths, in addition to those listed in Annex 1 and 1b, and the supply of any further services not provided for in Annex 2, which the IM shall provide in accordance with the procedures, deadlines, terms and conditions set out in Section 5 of the NS. The IM will accede to such requests based on availability and according to the procedures and the general terms and conditions set out in the NS, the safety certificate and the other applicable technical provisions and regulations;
  - b) for variations (to the route, and any other variation permitted under paragraph 4.8.1.2 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 4.8.1.2. of the NS, including the request of any penalties, without prejudice to the request of the provisions set out in paragraph 5.6.4.1.
- 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 4.3.2 and 6.3.3.1 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 5 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 5.9 of the NS (and in the Annex to Section 5).

- 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 5.6.2, 5.6.3, 5.6.4 and following and the Annex to Section 5 - 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 5.6.3 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 3.3.2.6 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 3.3.2.3 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 3.3.2.3 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 3.3.2.3 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 3.3.2.3 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 3.3.2.6 of the NS.
4. A) The RU undertakes to provide the performance bond referred to in paragraphs 3.3.2.2 and 3.3.2.2.1 of the NS – for the purpose, within the timescale and according to the procedures set out thereunder – for the sum of €.....[in full] (equal to 40% of the estimated contract value, based on the value of the paths and services detailed in Annexes 1 and 2).  
B) [in the case of HS paths referred to in the FA] The RU, consistently with the procedures set out in paragraphs 3.3.2.2 and 3.3.2.2.1 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 3.3.2.2 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 5.6.4 of the NS.
3. The RU undertakes to hold the IM harmless in respect of any claims by customers and third parties filed in connection with the train services carried out by the RU itself, unless the harmful event is due to wilful misconduct or severe negligence by the IM.
4. The RU represents and warrants – undertaking all liability in this regard – that it will use the train paths herein in conformity with the schedule shown in Annexes 1 and 1b, with the safety certificate referred to in e) of the recitals above and any other intervening measure during the term hereof.
5. The RU and IM are committed to carry out jointly assistance drills of clearing operations related to par. 6.3.3.2.1.

#### **ARTICLE 8 B KEY PERFORMANCE INDEX OF THE IM (applicable only to passenger service contracts)**

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

- regarding the passenger information service, a level of satisfaction by the passengers using the stations in which the RU provides transport activities of at least:
  - 90%, in ordinary operating conditions;
  - 80% in critical operating conditions;
- regarding the provision of assistance to disabled persons, a level of user satisfaction, in the stations in which the RU provides transport services, of at least 92%.

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

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

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

#### **ARTICLE 9 Term & Termination**

- 1) This agreement shall enter into effect on .....(the day of utilisation of the first path) and shall expire on .....(the last day of the operating schedule).
- 2) The agreement shall be deemed to be terminated in accordance with Article 1456 of the Civil Code, in respect of all the cases of contract termination referred to in 3.3.2.6 “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 3.3.2.6 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		
Electric Tr*km planned over the entire period		
kWh 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 par. 3.3.2.5 NS % <b>G</b>		
	Credit ceiling – letter b) paragraph 3.3.2.6 NS % <b>G</b>		



**Standard Form of Access Contract relating to Network Connecting Stations**  
(updated in December 2020)

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

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

**AND**

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

**RECITALS**

- a) the IM is the national rail network franchisee, in accordance with DM 31 October 2000 no. 138-T, and as such carries on the functions referred to in Legislative Decree 112/15;
- b) the IM operates the GSM-R mobile telephone service, for the purposes allowed under the “Individual licence for the installation and supply of a telecommunications network (based on the ETSI GSM-R technology) dedicated exclusively to the control and operation of rail traffic”, as subsequently amended and supplemented;
- c) the RU holds the licence(s) as follows, no. .... [which has/have been filed by the IM among its records (ref. no. \_\_\_\_)], for the purpose of providing rail services, issued by ..... pursuant to the applicable EU and national regulations;
- d) the RU holds the entitlement document under Article 3(1)(r) of Legislative Decree 112/15 [which has been filed by the IM among its records (ref. no. \_\_\_\_)], issued by the Ministry of Sustainable Infrastructures and Mobility, for providing rail services (*specify the type of service as indicated in the entitlement document*) ..... on the national rail network [*only if possession of this document is required under the applicable law*];
- e) the RU holds the safety certificate part A no. .... and part B/single, issued by the National Rail And Road And Motorway Infrastructure Safety Agency (ANSFISA)/ERA;
- f) on ....., the RU applied to the IM for ....., in accordance with the processes and schedules set out in the Network Statement (hereinafter NS);
- g) this is a formal contract enabling access to the Italian rail network, with respect to the utilisation of .....
- h) the RU, in the event of the circumstances referred to in subparagraph 1 of paragraph 3.3.2.1.1 of the NS; has presented a payment plan for the sum of € \_\_\_\_\_ - which is entirely secured by a performance bond [*issued by a bank/insurer*] [*if this circumstance applies*];
- i) the RU warrants and represents that it has received a copy of the applicable edition of the Network Statement (NS), as compiled and published by the IM pursuant to Article 14 of Legislative Decree. 112/15, and that it fully acknowledges and accepts the contents thereof, undertaking to comply with it also as regards the terms and conditions and the procedures governing access to the rail network and the relevant services.

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

**Article 1**  
**Recitals and annexes**

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

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

**Annex 2** – Services;

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

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

## Article 2

### Purpose

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

## Article 3

### Charges, fees and manner of payment

- 1) RU undertakes to pay to the IM the access charges for the purpose of ..... and the fees for the services hereunder. The charges and fees are calculated according to the applicable criteria stipulated in Section 5 of the NS.
- 2) The manner of payment and related deadlines of the amounts set out in paragraph 1 above shall be as follows: IM shall issue 2 half-yearly invoices in arrears, no later than the 30th June and 31st December, each one for ½ the contract price. (If the RU requests to pay the access charge for the operations actually carried out, RFI shall issue 2 half-yearly deferred invoices, within the 30<sup>th</sup> June and December, respectively, for ½ the estimated contract price, and a settlement invoice within 31 March of the following year, relating to the difference between the estimated contract amount paid with the first two invoices and the amount due for the operations actually carried out).

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

## Article 4

### Licence, Safety Certificate and Entitlement Document

In the event the licence, entitlement document and safety certificate are suspended or withdrawn, or the scope thereof is restricted, the RU must promptly notify IM and, acting on its own initiative, immediately suspend any transport operations, without prejudice to the further consequences referred to in paragraph 3.3.2.6 of the NS.

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

## Article 5

### Insurance and performance bonds

- 1) IM warrants and represents that it has taken out, and undertakes to maintain, the insurance policy referred to in paragraph 3.3.2.3 of the NS.
- 2) RU warrants and represents that it has taken out, and undertakes to maintain – without solution of continuity and at least until the expiry hereof – the insurance policy referred to in paragraph 3.3.2.3 of the NS, including the limits of liability and all the other terms and conditions of contract stipulated therein. A copy of the policy (or of the appendix/statement signed by the Insurance Company, in accordance with paragraph 3.3.2.3 of the NS for this type of declaration) has already been forwarded by the RU and filed by the IM among its records.
- 3) Without prejudice to the foregoing paragraph, and subject to the Insurer's notification obligations to the IM under the policy, in accordance with paragraph 3.3.2.3 of the NS, the RU undertakes to promptly notify IM of the occurrence of any events such as to determine the ineffectiveness/unenforceability of the aforementioned policies, and shall, in any case, immediately and directly suspend the delivery of its transport services, on its own initiative, without prejudice to the further consequences referred to in paragraph 3.3.2.6 of the NS.
- 4) RU undertakes to provide the performance bond referred to in paragraph 3.3.2.2 of the NS, within the deadline and according to the requirements set out thereunder – for the sum of €.....[in full].
- 5) [alternatively] RU is exempted from providing the performance bond, in accordance with paragraph 3.3.2.2 of the NS.

## Article 6

### Use of the GSM-R service

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

**Article 7  
Contact persons**

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

**Article 8  
Liability**

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

RU undertakes to hold IM harmless in respect of any claims by customers and third parties, filed in connection with the train services carried out by the RU, unless the damaging event is attributable to wilful misconduct or gross negligence on the part of the IM.

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

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

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

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

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

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

**Article 9  
Term & Termination of contract**

- 1) This contract shall enter into effect on .....(the day of utilisation of the first path) and shall expire on .....(the last day of the timetable).
- 2) The contract shall be deemed to be terminated in accordance with Article 1456 of the Civil Code, in respect of all the cases of contract termination referred to in paragraph 3.3.2.6 (Termination of contract) of the NS.

**Article 10  
Disputes – Applicable law**

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

**Article 11**

### Assignment

- 1) RU shall not be allowed to assign this contract, entirely or in part, or to allow third parties to access and utilise the railway infrastructure and services hereunder in any other way.
- 2) Violation of this prohibition shall entail the termination of the contract, in accordance with paragraph 3.3.2.6 of the NS, and the exclusion of RU from accessing the railway infrastructure.
- 3) In any case, the allocation of the allocated infrastructure capacity shall be null and void, in pursuance of Article 22(3) of Legislative Decree 112/15.

### Article 12 Contract expenses

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

#### Final provisions

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

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.

**Standard Form of Access Contract relating to Border Sections of the Railway Network**  
(updated in December 2021)

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

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

**AND**

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

**RECITALS**

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

**NOW THEREFORE, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:**

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

**Annex 1/A** Financial Overview;

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

**Annex 2** Schedule of services.

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

**Art. 3** The RU undertakes to pay to RFI the access charges relating to utilisation of the train paths on the Section of cross-border line of ..... in the local country, and for access to the network connecting station of .....

The charges shall be calculated according to the criteria stipulated in paragraph 5.3.2.4 of the NS, and based on the annual Plan for the start of the Timetable.

It is hereby stipulated that any changes in the course of the year shall be taken into account (and subtracted or added), for the purpose of determining the amount due by the RU, only if their impact on the overall contract price is equal to  $\pm 10\%$ .

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

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

**Art. 3** [alternatively, if the RU requests to pay the access charge for the operations actually carried out] The RU shall pay to RFI the charges for the use of the train paths on the section of border line of ..... In the territorial State and for accessing the network connecting station of .....

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

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

**Art. 4** The manner of payment and related deadlines of the amounts set out in article 3 above shall be as follows: RFI shall issue 2 half-yearly deferred invoices, no later than the 30<sup>th</sup> of June and December, each one for  $\frac{1}{2}$  the contract price. Each invoice shall specify the amount payable and the bank details for making the payment. Penalties for exceeding the layover times at the ..... network connection station are regulated in accordance with the provisions of paragraph 5.6.6 of the NS.

**Art. 4** [alternatively, if the RU requests to pay the access charge for the operations actually carried out] The manner of payment and related deadlines of the amounts set out in article 3 above shall be as follows: RFI shall issue 2 half-yearly deferred invoices, within the 30<sup>th</sup> June and December, respectively, for  $\frac{1}{2}$  the contract price, and a settlement invoice within 31 March of the following year, relating to the difference between the estimated contract amount paid with the first two invoices and the amount due for the actual services operated by it. Each invoice shall specify the amount payable and the bank details for making the payment. Penalties for exceeding the layover times at the ..... network connection station are regulated in accordance with the provisions of paragraph 5.6.6 of the NS.

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

**Art. 5** The Court of Rome shall have exclusive jurisdiction in respect of any dispute arising in relation to the construction and request hereof.

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

**Art. 6** The Parties acknowledge that any matters not expressly provided for herein shall be governed by:

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

#### **Art. 7 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.

**Art. 8** 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.

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

Rome,.....

(\*) 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**  
*(updated in December 2021)*

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**

- a. 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;
- b. DM 138T/2000 awards the franchise for managing the national rail network to R.F.I. S.p.A.;
- c. On ..... the Applicant expressed the desire to acquire network capacity availability;
- d. The IM has informed the Applicant of the availability of network capacity, in accordance with Schedule A hereto;
- e. 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]
- f. 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;
- g. The Applicant has produced the documents referred to in paragraph 3.3.1, 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 3.3.1 lett. b)]*;
- h. The Applicant acknowledges receipt of a copy of the applicable edition of the Network Statement (hereinafter the NS), drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, and warrants and represents that he is fully acquainted with and accepts the contents thereof and undertakes to abide by and comply with it.

NOW THEREFORE the Parties hereby covenant and agree as follows:

**Article 1**  
**Recitals**

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

**Article 2**  
**Purpose**

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

- I. Type of transport service
- II. Characteristics of the connections: lines, origin/destination, stops
- III. Characteristics of the trains: traction, speed, mass, length, axial weight (freight), loading gauge (freight), transport of dangerous goods

- IV. Number of paths per time slot, broken down by line
- V. Overall volume per timetable period included in the term of the Agreement (shown as trkm)
- VI. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement)
- VII. (Exclusively for Framework Agreements relating to the HS/HC infrastructure) Identification of the receiving tracks.

Which the IM hereby undertakes to make available to the Applicant, whilst things remain as they now stand and in accordance with the provisions set out in the NS [see paragraph 4.5.4.1 (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 4.3.2 of the NS, undertakes to extend to the Applicant the same information provided to the RU, with respect to any temporary reductions of capacity, as detailed in the ePIR portal, in order to allow more coordinated service rescheduling operations. The IM also undertakes to supply to the railway undertaking that will perform the transport services on behalf of the Applicant (hereinafter the RU), and on the RU's explicit request, any further services, listed among the mandatory or complementary services within the meaning of the NS, and detailed in Schedule B hereto, at the conditions stipulated in the NS applicable at the date of the request.

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

### Article 3

#### Term of the capacity

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

### Article 4

#### Applicant's obligations

[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 3.3.1, 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.

[Non-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 3.3.1 of the NS and save as provided in the following clause 8 9, 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 4.5.5.1 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 4.4.2.2 of the NS.

#### **Article 5** **Performance bond**

The Applicant undertakes to provide a performance bond, in accordance with paragraph 3.3.1.1 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 3.3.2.2 of the NS [if the Applicant is a RU that will operate the transport services for the capacity allocated in the relevant Agreement].

#### **Article 6** **Information and data confidentiality**

##### **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 and solely in relation to increases in the periodicity of the capacity already allocated in the FA and provided that they allow for a better use of the infrastructure, save as provided in paragraph 3.3.1 (c) of the NS.

[Non-RU Applicant Case] 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 3.3.1.3 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 or via CEM.

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**  
(updated in December 2021)

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

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

**AND**

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

**RECITALS**

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

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

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

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

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

**NOW THEREFORE the Parties hereby covenant and agree as follows:**

**Article 1**  
**Recitals**

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

**Article 2**  
**Purpose**

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

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

which the IM hereby undertakes to make available to the Applicant, whilst things remain as they now stand and in accordance with the provisions set out in the NS [see paragraph 4.5.4.1 (2)] 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 public railway transport service]* 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 3.3.1 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 4.4.2.2 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/International Grouping may submit to the IM – in accordance with the timescales set out in the NS – a capacity alteration request, compared to the capacity specified in **Schedule A**, which, as a rule, shall be maintained within a range of  $\pm 10\%$  of the trains\*km (trkm), and solely in relation to increases in the periodicity of the capacity already allocated in the FA and provided that they allow for a better use of the infrastructure, save as provided in paragraph 3.3.1 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**

IM commits to ensure as service quality indicator (KPI) for Local Public Transports, the application of the average commercial speed declared into Annex F, related to the totality of the Framework Agreement service program relations.

KPI' target is considered achieved if the average commercial speed, as per the final timetable program, results equal or nor lower than 2% in comparison with the one declared into the specific Framework Agreement, expect for cases in which different values derive from a different planning by the Applicant or by the Rail Undertaking fostering for the service.

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

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

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

The minimum quality standards and the relative system of penalties, relating to the services referred to in letters i-v, are negotiated between the Applicant and the IM, referred to in Annex G, forming an integral part of this FA.

### **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 3.3.1.3 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 or via CEM.

### **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
- 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.

## 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 § 3.3.1.1] - 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 § 3.3.1.1] 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

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### 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 2021)**

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, from 7 June 2023, EC Regulation no.782/2021) 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 30 calendar days from the request to 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)

**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. xxxxx 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 RU 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 2 of the NS to obtain, the credentials for accessing the "ASTRO-RU" platform, available within the Integrated Traffic Platform (PIC) for requests relating to the timetable period following the current or current timetable period, in order to participate in the capacity allocation process and to submit its train path and service applications.
3. In accordance with paragraph 3.2.2.2 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, 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

# SECTION 4 - CAPACITY ALLOCATION

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## 4.1 INTRODUCTION (UPDATED IN DECEMBER 2021)

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 (UPDATED IN DECEMBER 2021)

1. The IM, on an annual basis and consistently with the international agreements on the date of entry into force of the new train timetable in the European states, shall disclose via NS and in its institutional website (the schedule setting out the deadlines for each of the stages of the process for the allocation of the train path and rail-related services, with reference to the coming into force of the timetable and to the dates of any intermediate variations.
2. The Applicant shall be required to submit its requests for train paths and rail-related services via the communications platform called ASTRO-IF, whose access is available through the Integrated Service Platform (abbreviated as PIC, Piattaforma Integrata Circolazione) for requests relating to the next or applicable working timetable period, or via the PIC WEB portal, in the case of short-notice requests from RUs only. The Applicants may request the platform login credentials at the following email addresses: [astroif@rfi.it](mailto:astroif@rfi.it); [rfi-dce-dco@pec.rfi.it](mailto:rfi-dce-dco@pec.rfi.it).

On making the application, the RU must indicate:

- the belonging of a route to a "mission", as described in paragraph 2.7.1;
- the specifications of the commercial services;
- the assumed rolling stock shifts, in relation to the set of requested train paths;
- the length of the rolling stock assigned to each requested path;
- (for freight transportation services) towed mass;
- any shunting, in either a self-produced capacity or though RFI/SiOp required for the parking/placing of the train;
- for the PSO passenger services, the reference to the Services Agreement to which each path is related, in accordance with paragraph 4.2.2;
- In requests for international train paths relating to both the passenger and freight transport segments, the foreign point of origin/destination and the foreign RU partner must be indicated in the request made through the Astro-IF PIC (Integrated Circulation Platform) or PCS (Path Coordination System) portals. If the information is provided through the dossiers acquired from the PCS platform, the IM will transpose the aforementioned information into its own systems.

For the purpose of correctly attributing the component B of the charge for the second level binomials of the Open Access Premium segment, the RU notifies to the IM together with the sending of the observations to the timetable project:

- the possible use of the double pantograph with indication of the relative sections in which this operating mode will be used;
- the number of seats offered for each rolling stock item used. If the RU then changes the number of declared seats it must inform the IM accordingly.

For requests for services in border systems with foreign networks or regional networks, they must be sent by sending the request to the following e-mail address: [rfi-dce-dco@pec.rfi.it](mailto:rfi-dce-dco@pec.rfi.it), according to the timing described in following paragraph 4.5.

In the event the path requests concern the carriage of special goods, these shall be accompanied by the authorisation described in paragraph 3.4.3 above.

If the train path request also/alternatively concerns the carriage of dangerous goods, the Applicant shall be required to comply with the following paragraph 4.7.

The trains entering and moving out of connected facilities must not engage tracks and spaces of the national railway infrastructure for periods of time longer than those strictly necessary for operations relating to extraction/introduction into the facility and longer than the time strictly necessary for loading and unloading operations in the yards and facilities owned by the IM.

Thus, if the train path request for the next working timetable period concerns access to connected facilities, the RU shall specify the name of the connected facility also using by way of reference the statement entitled "Siding-connected systems not owned by the IM, for which a connection contract is in force" published in the ePIR portal, using the ASTRO-IF application. The RU shall provide evidence that it has made arrangements with the owner/manager of the connected facilities or, if present, with the manager of RFI freight yards, with regard to receiving the scheduled services within the deadline provided for observations to the draft timetable released at the July timeline, or when the path request is submitted if the same relates to and with respect to the working timetable. In the event of failure confirmation of agreements with the RU is provided by the terminal manager, the train paths shall no longer allocated.

With respect to requests relating to the subsequent timetable, in the event the agreement proposal is presented at a later date with respect to the deadline established for the presentation of observations regarding the draft working timetable, the train path will not be assigned and will be available as a residual capacity in the freight catalogue indicated in sub-sect.4.2.

In any case, the possibility to use the rail infrastructure for accessing connected facilities is conditional on the conclusion of contracts between RFI and the owners/managers thereof. The list of current contracts is shown in the annex "Siding-connected systems not owned by the IM, for which a connection agreement is in force" within the ePIR (Railway Network Information Statement) portal.

Therefore, RFI has issued the Contract Provisions, Instructions and Clauses for the construction and operation of rail connections with industrial or similar plants and facilities (DICC), constituting the standard form of contract between RFI and the owners/managers of the connected facilities. A list of DICCs is available in the ePIR portal. In addition to the DICCs, the operator has also defined the standard infrastructure and technology configurations for connection to the railway infrastructure. The DICCs and standard configurations, together with the fees for authorisation, planning, construction, testing and verification activities for the connection of new connected installations can be found on the ePIR portal.

The requests for new connections or for changes to the existing ones shall be addressed to: Direzione Commerciale– Piazza della Croce Rossa 1 – 00161 Rome (certified email: rfi-dce-psr@pec.rfi.it).

3. The IM is responsible for handling and defining the supplementary capacity requests relating to the lines/stations owned by the IM itself. As regards the path requests for terminalisation at private yards, the RU shall conform to and comply with the provisions set out in paragraph 7.3.3 Freight stations and terminals.
4. In the event of incomplete requests or the failure to comply with the prescribed deadlines and procedures, the IM shall formally notify the Applicant within 10 workdays from: i) the start date of the allocation process, with regard to path/services requests for the next timetable period, ii) the date of presentation, with regard to path/services requests for the working timetable. The RU may then decide whether or not to supplement the request within 10 workdays from the notification by the IM, otherwise the request shall be forfeited.
5. The IM shall examine the requests received and allocate the train paths and services applying, if necessary, the principles governing the coordination procedure referred to in paragraph 4.5.5 and the priority criteria referred to in paragraphs 4.6.3 and 4.6.4, and duly informing the RU whether its request has been accepted or rejected and, in the latter case, giving the reasons therefor.
6. Granting the right of usage of the train paths and services is subject to the conclusion of ad hoc administrative, technical and financial agreements between the IM and the RU, known as the Access Contract of railway infrastructure.
7. The IM shall ensure that no information asymmetry arises between the Applicants, in order to guarantee the fairness and non-discriminatory nature of the entire process.

#### **New passenger services - Notification requirements**

If an Applicant intends to carry out a new passenger rail service, they must notify the Infrastructure Managers and the ART of their intention by the deadline referred to in Article 24 of Legislative Decree 112/2015 at least 18 months before the planned start of the service.

In accordance with the provisions of EU Regulation 2018/1795 Applicants are required to provide the information pursuant to art. 4 of the Regulation in the standard form published on the ART institutional website, for the exercise of its functions under the "*Methodology for the examination of the economic equilibrium of public service contracts pursuant to Article 12 of Legislative Decree no. 112/2015 and Article 14 of Commission Implementing Regulation (EU) 2018/1795*", approved by Resolution no. 156/2020 of 15 September 2020.

Within one month from publication of the notification on the institutional website of the ART, the IM must communicate to the Authority itself and to the proposer a justified outcome of the assessment of the technical and operational compatibility of the new service. This assessment is carried out in accordance with the procedures set out below and also made available on the IM's corporate website, with exclusive reference to the technical and operating characteristics of the infrastructures concerned, without considering the current and prospective levels of allocated capacity.

In order to enable the IM to carry out this assessment, upon notification of the intention to start the new passenger transport service, the Applicant must provide at least the following minimum information:

- technical characteristics of the rolling stock (such as gauge, length, mass, axle mass, traction system, running protection systems);
- list of the lines on which the Applicant intends to provide the service;
- expected start date of the service.

The IM will carry out the general technical and operational assessment of the new service by comparing the technical data provided by the Applicant with the technical and operating characteristics of the infrastructure concerned. When sending the results of the verifications in accordance with the above timetable, the IM will also indicate any technical changes required so that the notified service can be scheduled for operation. The actual operation of the service will be subject to the rules laid down in sections 3.4.1 and 3.4.2 of the NS concerning train-train compatibility and the acceptance of staff to perform safety tasks.

#### **4.2.1 Requests for international transport services (updated in December 2021)**

If the case of international services, the Applicant may – in accordance with the RNE Agreement (cf. paragraph 1.7.2) – present its request through the PCS (Path Coordination System).

Access to PCS is free of charge. A user account can be requested via the RNE PCS Support: [support.pcs@rne.eu](mailto:support.pcs@rne.eu). More information can be found on <http://pcs.rne.eu>.

Furthermore, PCS is the only tool for publishing the binding PaP and Reserve Capacity (RC) offer and for managing international path requests on RFCs. The request and the handling and allocation of the paths relating to the Rail Freight Corridors follow a specific allocation procedure, which is illustrated in the Corridor Information Documents (CIDs) of the relevant Rail Freight Corridor.

##### **4.2.1.1 One Stop Shop**

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

List of OSS contact persons available at: [www.rne.eu/organisation/oss-c-oss/](http://www.rne.eu/organisation/oss-c-oss/).

#### **4.2.2 Modality of association of train paths of the PSO services with the related Service Contracts (updated December 2021)**

To allow for the mapping and representation of train paths relating to PSO railway services provided for by the Service Contracts between the RU and the Awarding Bodies RFI places at the disposal of Applicants the Client List tool within the PIC-Web Platform.

The Client Lists allow for the visualisation of all trains (ordinary and special types) required under the Service Contracts according to the validity date indicated in the List. The users indicated by the Applicants may be associated with one or more Client Lists for the purpose of viewing the reports present in the PIC-Web site.

When requesting paths, the RUs must indicate the reference to the Service Contract to which each path is related in the appropriate field within the ASTRO-IF platform. Once the timetable project has been elaborated by the IM the RUs are required to provide confirmation to the IM of the correct association between the train path and the relative Service Contract present in the draft working timetable presented for the purpose of producing the Client Lists. The same rules are valid for requests during the working timetable made up to 5 days before the date of departure of the train.

As regards requests for train paths in Operational Management presented on the PIC Web platform the RU may amend the relevant Client List at the time of the request and, in any case, no later than 45 days with respect to the month during which the train circulates. The IM is currently evaluating the appropriate developments of its systems in order to allow for autonomous management of the Client Lists.

Pending the envisaged IT developments, the indication of the Client associated with the PSO railway services will be communicated by the RUs through transmission of the Client Lists to the certified e-mail address [rfi-dce-dco@pec.rfi.it](mailto:rfi-dce-dco@pec.rfi.it). For paths relating to the 2022/2023 working timetable the RUs are required to transmit the Client Lists within 15 days following initiation of the working timetable. Any changes to the Client Lists must be forwarded to RFI by the RUs within 45 days with respect to the month in which the train operates, accompanied by specific documentation illustrating the reasons for the changes in question for the purpose of archiving by the IM.

## 4.3 CAPACITY REDUCTIONS

### 4.3.1 General principles

The scheduling of maintenance or upgrading works involving reductions in infrastructure capacity must be carried out in accordance with the principles set out in Annex VII to Directive 2012/34, as amended by Delegated Decision of the European Commission no. 2075/2017.

RFI participates in the coordination of capacity reductions with European Infrastructure Managers through the European tables organised by the RFC or RNE.

### 4.3.2 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 shall publish, in the ePIR portal, the schedule of the maintenance/upgrading works that could entail a reduction of capacity during the timetable period (indicating the relevant period), as well as the main planned upgrading intervention, 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, in the ePIR portal:
  - a) the final programmes (timeline, type of reduction of capacity) referred to in point 1 above, also based on the coordination with the neighbouring infrastructure managers and the observations received during the second consultation with the Applicants;

- b) the capacity unavailability programmes for 7 days or more, with detours/cancellations of at least 50% of the scheduled services on the infrastructure section concerned by the works.
- c) updates the capacity requirements for maintenance (IPO) valid for the entire duration of the timetable, with the relative periodicity. The choice of the period, night or day, is made by the IM based on the traffic trend over time (daily/seasonal), with the aim of maximising the capacity of the routes concerned while also taking into consideration the possibility of use of alternative routes.
- 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 9 months from the entry into force of the timetable, the IM provides, through the ePIR portal, the consolidated scenario and the model of operation of the most relevant infrastructural works referred to in point 2, in order to allow Applicants to formulate requests for capacity appropriate to the infrastructural scenario. Capacity requests received after publication on the ePIR portal by the deadline set in par. 4.5.1 of the NS will be treated as part of the harmonisation process aimed at the July hourly project.
4. Within 6 months before the entry into force of the timetable, the IM, via the ePIR portal:
  - a) announces the consolidated scenario and the operating model of the infrastructural works not disclosed in the previous point 3). The operating model, appropriately shared with the Applicants of the routes within the time harmonisation process, will be included in the definitive timetable project.
  - b) publishes the unavailability programs, which provide for the deviation/cancellation of the planned offer in the infrastructural line affected by the works in a percentage measure higher than 10% and lower than the thresholds referred to in the previous points, providing ad hoc meetings for the consultation of the RUs involved;
  - c) provides the RUs with a general report on the future contingency plans relating to the unavailability published in points 2a) and 2b). The aforementioned contingency plans will subsequently be detailed and shared close to the activation of the related interruptions due to both the definition of the service timetable and to take into account the subsequent changes in service programming carried out by the RUs as well as the critical issues that emerged during the circulation management phase.

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

5. The reductions of capacity shall be specified in the ePIR portal, indicating the section and period of execution of the works, with an estimate of the effects on capacity (possibility of route limitations, re-routing or detours, timetable changes, non-release of the paths, etc.), including the volume of service cancellations/detours, in accordance with the Delegated Decision 2017/2075, the final details of which shall be known at the delivery of the timetable. Any alternative routes will be specified to enable the RU to proceed consistently during the path request period. Failure to indicate the estimate or the final value of the volume of traffic cancelled/diverted implies the lack of validity of the communication of the relative unavailability.
6. In preparing the service programmes, in the event that any cancellations or detours become necessary, the IM shall prepare the timetable measures for the purpose of maximising access to the capacity and maintaining the highest possible number of paths on the sections concerned by the restrictions, taking into account any peculiar needs, such as services on single-track lines or terminalisation constraints.  
In the event no agreement is reached with the RUs, the IM shall apportion the available capacity according to the criteria referred to in par. 4.6.2.
7. 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).

8. The works of the type referred to in point 4 above, which it has not been possible to publish at least six months prior to the start of the working timetable, shall be notified to the Applicants with at least 180 days notice prior to the start date of the works.
9. Regarding the works of the type referred to in point 4b) above (and not included in the timetable of services), regarding which the publishing timelines have been complied with, and regarding the minor works, which are not subject to any publishing obligations, the IM shall comply with the timelines detailed in the following points, when preparing the necessary capacity reduction measures.
10. The operating schedule for unavailability (paths concerned by the works, start and end date of the works, any service limitations arising in connection with the works, foreseeable major timetable services, any path cancellations and available alternative paths) must be notified to the RUs concerned:
  - a) at least 120 days from the first date of circulation, for passenger services;
  - b) at least 60 days from the first date of circulation, for freight services.

The RU, within 15 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). If no answer is provided within the indicated deadline, GI will carry out the measure.

11. 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 10a) above;
  - b) at least 30 days prior to the first transport service, in the case of the trains referred to in point 10b) 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.

12. Within 10 calendar 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 10, for the elements arising during the preparation of the scheduling measures.
13. 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 10, in the following cases:

Passenger trains Daytime long distance trains

- delays > 30' on the entire path;
- delays > 10' on the entire path, for more than 7 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.

Freight

- delays > 45' on the entire path;
- delays > 30' on the entire path, for more than 5 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.

14. 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.
15. 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 10 above, with as much advance notice as possible in respect of the commencement date of the works.
16. 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.
17. 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.

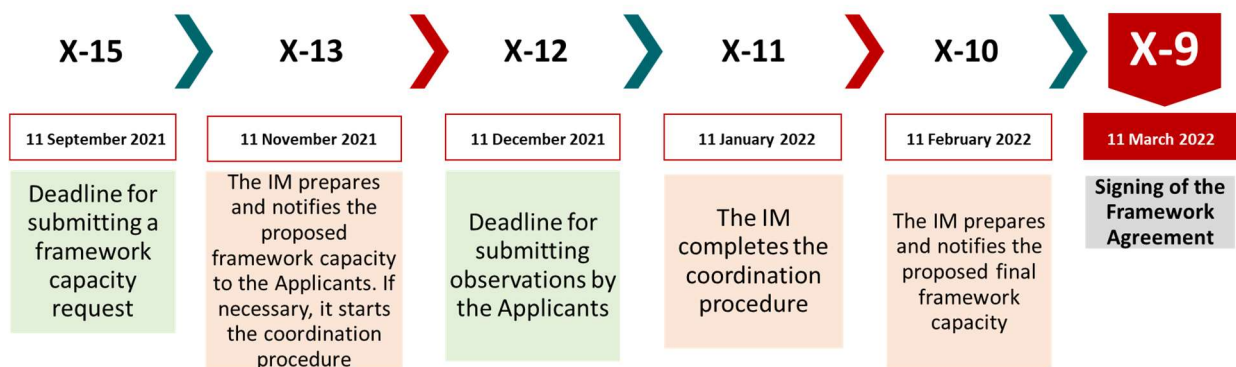
With regard to the economic consequences of any failure by the IM to comply with the obligations set out in paragraphs 2 to 11 above, please refer to paragraph 5.6.2.1.

## 4.4 FRAMEWORK AGREEMENT REQUEST AND CAPACITY ALLOCATION PROCESS

### 4.4.1 Schedule for Capacity Requests for the purpose of the Framework Agreement (updated in December 2021)

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, in accordance with the provisions in the forms enclosed with 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 4.5.1 below.



The request for capacity for the purpose of concluding a Framework Agreement may be submitted to the IM up to a maximum of 5 years from the scheduled start of the service, if any of the following circumstances occur:

- a. the Framework Agreement is a prerequisite for financing the rolling stock needed to operate the service;
- b. there is the need to complete the type approval process regarding the rolling stock referred to in letter a;
- c. the scheduling of the services stipulated in the request is strictly related to the activation of new infrastructures (railway lines, stations, terminals, connections);
- d. the scheduling of the services stipulated in the request is related to the transport activities provided in a public service contract.

The former 5-year limit from the planned start of the service is reduced to 18 months for those subjects requesting capacities which do not fall within the sphere of entities entrusting PSO-type services, compared to the start of the service time in the event that the request for framework capacity is finalised:

- upon the renewal of existing FAs;
- upon signing a new FA, submitted by an applicant holding an existing FA and no longer renewable.

#### 4.4.2 Framework capacity allocation process

##### 4.4.2.1 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.

##### 4.4.2.2 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 28, paragraphs 5 and 6 of Legislative Decree 112/15. 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 4.6.2 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 by IM to the Applicants of the final proposal of framework capacity (X-11).

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 29 of Legislative Decree 112/15, and shall notify the ART and the companies concerned.

## 4.5 PATH ALLOCATION PROCESS AND SERVICES

### 4.5.1 Schedule for Path/Service Requests for the 11 December 2022 – 9 December 2023 Timetable Period (updated in December 2021)

Applicants may submit train path/service requests to the IM for the next timetable period starting one month prior to the date of launching of the allocation process.

These requests, however, are handled according to different procedures, according to whether they were received before or after the deadline marking the inception of the allocation process, which shall be fixed at least 8 months prior to the date the timetable comes into force. Requests submitted by Applicants beyond the deadline set out in this paragraph shall be handled by the IM from the first working day after the deadline and beginning with the requests submitted in accordance with the applicable framework agreements. Service requests must be associated with the train arriving at the facility where the service will be provided.

The allocation of the train paths and ancillary services requested within the 11/04/2022 shall be made according to the following schedule:

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



The IM shall notify to the undertakings the progress of the timetable design process 60 days after the presentation of any observations by the RUs, with regard to the draft timetable transmitted in July, limitedly to the paths that:

1. are not concerned by any observations regarding the draft timetable of July;
2. are concerned by observations within the established deadline for observations to the draft timetable of July;
3. are not concerned by changes as a result of the RNE harmonisation tables of the international freight timetable.

Acceptance of the final timetable – which must be notified by the RU within 5 calendar days from the notice by the IM – shall entail:

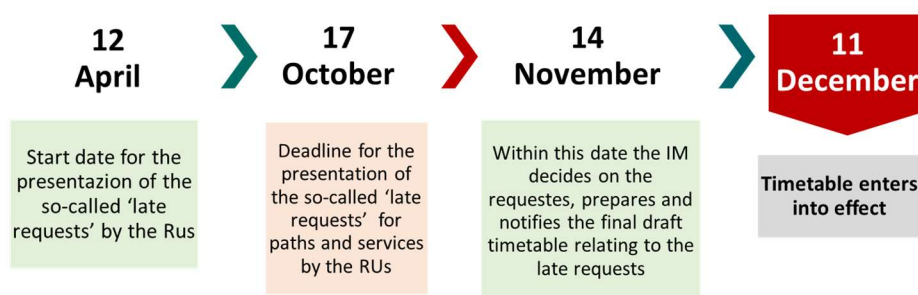
- a) for the applicant (other than a RU), the obligation to appoint a RU to provide the service on its behalf, failing which the provisions set out in paragraphs 5.6.3.1 shall apply;
- b) for a RU, to enter into the access contract, failing which the provisions set out in paragraph 5.6.3.2 shall apply.

The conclusion of the contract shall represent the formal deed of allocation of the train paths.

#### 4.5.2 Late Applications

Requests submitted as a result of any needs accruing after the deadline referred to in paragraph 4.5.1 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. In the allocation of late requests, the infrastructure manager 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.

Applications for paths received between 12/04/2022 and 17/10/2022 (so-called Late Applications) will be processed 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.

#### 4.5.3 Intermediate adjustment and applications during the period

##### 4.5.3.1 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.

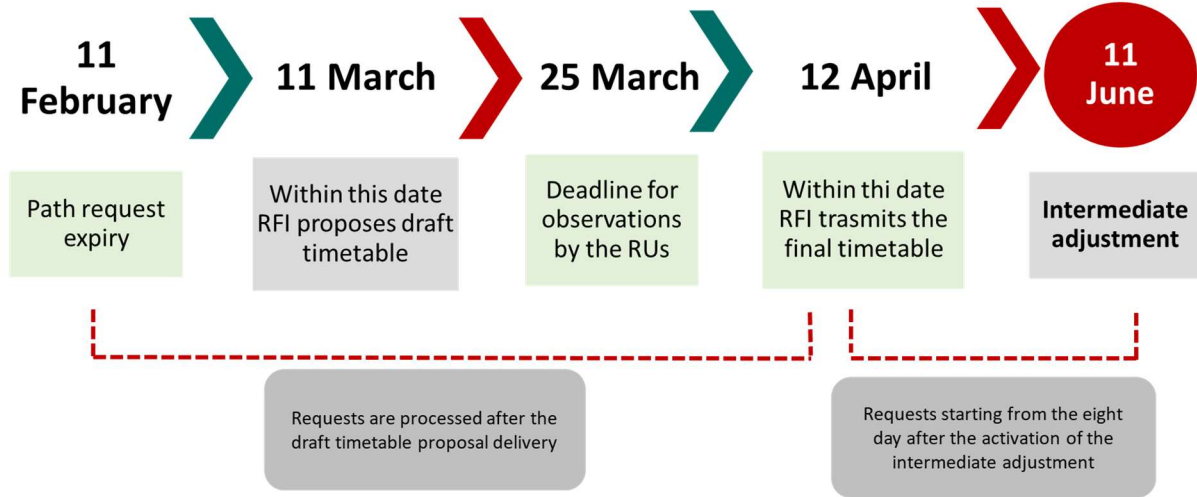
Requests relating to the intermediate adjustment submitted by Applicants beyond the deadline established in this paragraph shall be handled by the IM from the first working day after the deadline and beginning with the requests submitted in accordance with the applicable framework agreements.

Requests for train paths presented by the RUs beyond the established deadline will be processed after the final timetable has been delivered. The IM shall either define the train paths or refuse a request no later than 15 calendar days after the entry into force of the timetable adjustment.

The requests for train paths presented by the RUs beyond the date of transmission of the final timetable project will be entered on time starting from the eighth day after the activation of the intermediate adjustment.

The conclusion of the contract, unless previously concluded, shall represent the formal deed of allocation of the train paths.

### Timescale for intermediate adjustment requests for the Timetable valid from 11 December 2022 to 9 December 2023

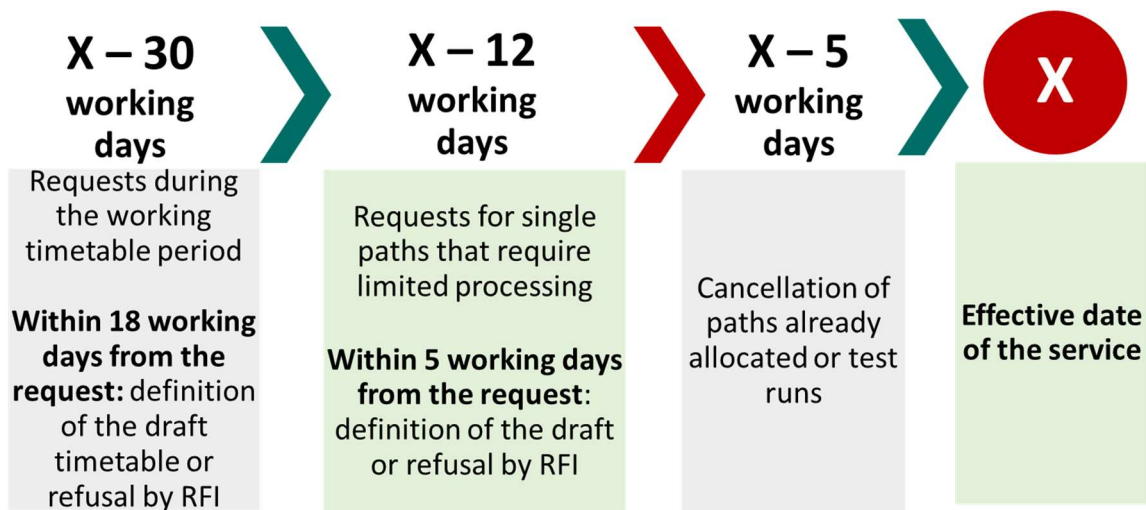


#### 4.5.3.2 Schedule for Working Timetable (updated in December 2021)

##### 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 calendar 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.



In the case of complex rescheduling requests during the timetable period by the RUs, concerning both national and international services, these shall be processed according to the harmonised timetable of the member Operators of the Rail Net Europe (RNE) organisation, subject to the IM issuing the draft timetable at least 15 calendar days before the timetable update.



The acceptance of requests during the working timetable issued by the IM must be submitted by the Applicant through the Astro-IF system:

- within 6 working days in the case of requests with more than two paths;
- within one working day (excluding Saturday), following the assignment of up to two train paths (excluding linked technical tracks) and, that is, for test runs implemented for type-approval processes or for on-line trials.

In the absence of formal acceptance of the train path by the Applicant the path will once again be available to the IM. The conclusion of the contracts, unless previously concluded, shall represent the formal deed of allocation of the train paths.

Acceptance of requests for the applicable working timetable period and the implementation of new or altered train paths shall be suspended during the 15 calendar days before and the 15 calendar days after the date of coming into force of the working timetable or any intermediate adjustment thereof.

### Short notice requests

#### *Train path requests*

Short notice requests for train paths shall be possible only within the framework of a valid contract, subject to consistency with the guidelines stipulated in the Safety Certificate, and they shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the IM, operating on the ground and unequivocally identified in the Access Contract, in accordance with the schedule as follows:

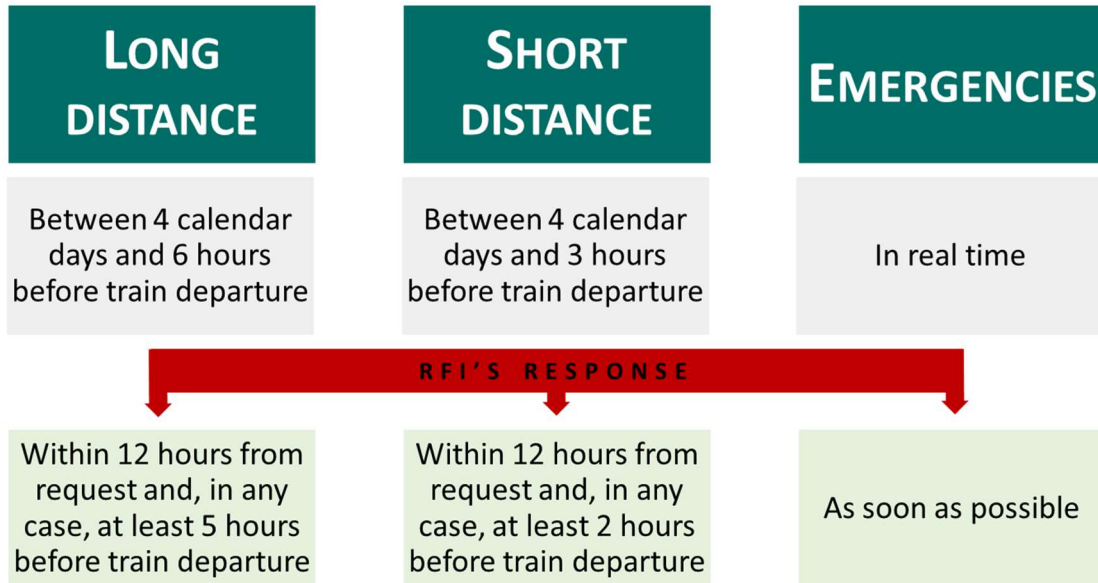
- between 4 calendar days and 6 hours prior to the departure of the train, in the case of “long-distance” paths;
- between 4 calendar days and 3 hours prior to the departure of the train, in the case of “short-distance” paths;
- in real time, in the case of emergencies (including those related to public order).

Any applications for path-related services must be submitted at the same time as the application for a path under operational management.

The IM shall reply according to the schedule as follows:

- within 12 hours from receiving the request and, in any case, at least 5 hours prior to the departure of the train, in respect of operating management requests for “long-distance” paths;

- within 12 hours from receiving the request and, in any case, at least 2 hours prior to the departure of the train, in respect of operating management requests for “short-distance” paths;
- promptly, in respect of real-time operating management requests.



#### Service requests

Short notice requests for services (allocation of new services and/or changes to the allocated services, including changes to rolling stock shifts) shall be possible only within the framework of a valid and effective contract and shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the IM, operating on the ground and unequivocally identified in the Access Contract, through the PICWEB system.

The requests shall be made by the RU within the following deadline:

- between 4 calendar days and 3 hours prior to the delivery of the service.

The IM shall reply according to the schedule as follows:

- within 12 hours from receiving the request and, in any case, at least 2 hours prior to the time requested for the delivery of an unscheduled service;
- promptly, in respect of real-time operating management requests.

#### Handling access requests

Requests for further train paths/services relating to the applicable working timetable period, or for operating management, shall be handled and allocated in order of presentation and granted each time in accordance with the available capacity.

As a rule, operating management requests for the same train path cannot be re-submitted for more than 5 times a month.

#### 4.5.4 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.

The IM shall agree with the other relevant infrastructure managers concerned which international train paths are to be included in the working timetable, before commencing consultation on the draft working timetable referred to in paragraph 4.5.4.1.

Adjustments in relation to the international train paths agreed to according to the aforementioned procedure shall only be made by the IM if absolutely necessary.

Within 11 months after the entry into force of the working timetable, the IM shall ensure that all the train paths temporarily reserved to international services are agreed to with the other capacity allocation bodies in the other member states. The IM shall ensure, as far as possible, that the planning of these paths is maintained and not changed in the stages following the definition of the working timetable.

Within 9 months after the entry into force of the working timetable, the IM shall publish the freight service catalogue for path requests relating to the next timetable period, in connection with the application of ASTROIF. Annually, before the publication of the freight catalogue, the IM sends ART a detailed report of the results of the consultations functional to the construction of the aforementioned catalogue.

For the purpose of preparing the path catalogue, the IM shall enter into consultations, within 12 months from the start of the timetable period following the applicable timetable period, with the potential Applicants (RUs holding a license and the parties to a Framework Agreement for freight services), for the purpose of collecting the necessary information on the potential configuration and development of the freight operations. In the subsequent freight path catalogue preparation phase, the IM shall ensure harmonisation with the other rail market segments, safeguarding the volumes and commercial characteristics of the transport. In the event that the need arises for certain lines, to safeguard a portion of capacity for specific requests in time programming from the consultation phase with potential applicants, the IM defines this reserve capacity in advance and publishes it in the freight catalogue.

Regarding the catalogue for the paths associated with the PROMO prices, the IM must:

- prepare the catalogue in accordance with paragraphs 3,11,12 and 13 of Legislative Decree 112/15 and measure 34 of the ART Resolution no. 96/2015;
- submit the catalogue to the ART within the second Friday in January, which shall then express a binding opinion within 40 days from the date of transmission;
- having introduced the alterations, if any, publish the catalogue of paths associated with PROMO prices within 9 months from the entry into force of the working timetable period.

The PROMO catalogue is published in the ePIR portal.

For each reference period, the available capacity for the allocation of train paths to the applicant RUs shall not include the amount needed for infrastructure maintenance and works without stopping the train services, with reference to each line Section.

The IM shall promptly communicate to the Railway Undertakings concerned any large-scale alterations of the quality of the lines and of the capacity used for the performance of the railway services.

The IM, in connection with the capacity allocation process, may apply regularity margins to the paths in accordance with the guidelines contained in the document “Technical scenario regularity margins”, which can be consulted by all Applicants in the ePIR portal. In any case, the IM, if it needs to maximise the capacity of the infrastructure available to the Applicants, or for other reasons, may depart from the provisions of the “Technical scenario regularity margins”, in which case it must clearly and reasonably notify the relevant paths to the Applicants.

#### 4.5.4.1 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 and freight services requested for the paths publicised in the catalogue;
  - b)  $\pm 15$  minutes for regional passenger services provided by local authorities;
  - c)  $\pm 30$  minutes for freight services request out of the catalogue, or requests by two or more undertakings for the same path publicised in the catalogue;
  - d) the flexibility margins shown above are reduced to  $\pm 10$  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 4.6.2.
- 3) The RU may request the TRA to re-examine the decisions adopted by the IM.

#### 4.5.5 Path and service coordination process

##### *Path coordination*

If it proves impossible to define a draft timetable according to paragraph 4.5.4.1, the IM shall undertake a coordination procedure in order to reconcile any conflicting requests, providing for consultations with the requesting RUs and involving, in the case of paths included in public contracts, the relevant and competent local authorities as well. During this consultation stage, the IM shall transmit the following information to the parties concerned:

- the train paths requested by all the RUs on the same routes;
- the train paths allocated in a preliminary capacity to all the RUs on the same routes;
- the alternative train paths proposed in respect of the relevant routes;
- a detailed description of the criteria adopted in the capacity allocation process.

This information is provided by ensuring the commercial confidentiality of the information, unless the parties concerned have given their consent.

The IM, at the delivery of the draft timetable shall also notify, alongside the harmonised paths, the alternative proposals concerned by the coordination procedure.

The RUs may then present motivated observations and proposals within 30 days, concomitantly with the observations filed with respect to the draft timetable. Lacking any such observations the proposals shall be deemed to have been accepted. If observations are submitted the IM shall jointly assess the parties concerned ensuring transparency, fairness and non-discrimination in the final determination of the path offer. The coordination procedure shall be wrapped up by 30 September at the latest.

If a conflict arises between the path requests not covered by a Framework Agreement and the path requests submitted consistently with the allocated framework capacity, the IM shall apply the path allocation procedure provided in this section, in accordance with the provisions of Regulation 2016/545/EU, article 10, paragraph 5.

##### *Service coordination*

In the event of conflicting requests for services, the IM shall reconcile the requests, having consulted with the requesting RUs. During the consultation stage the IM, within the 30 September of each year, shall transmit the alternative proposals to the RUs, thus kickstarting the coordination process, which must be completed within 15 October of each year.

The RUs may apply to the TRA for a review of the decisions adopted by the IM, with regard to the path and service coordination procedure.

##### 4.5.5.1 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.

## 4.6 CONGESTED INFRASTRUCTURE

### 4.6.1 Statement of congestion

If the path changes proposed by the IM, requested for the services referred to in paragraph 4.5.4.1 (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 4.5.4.1 (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. 2.7, 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 4.6.2 below, taking account also of the designation of the infrastructure, if any, for certain types of traffic.

#### 4.6.2 Train path priority criteria

1. In the allocation of train paths relating to requests for a timetable period and/or for intermediate adjustment, the IM, without prejudice to the paths requested in accordance with an executed Framework Agreement, shall assign priority to:
  - international train services;
  - transport services the quality and quantity of which is sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments;
  - high-speed train services (entirely or partially) using dedicated infrastructures - built anew or upgraded - and to freight transport services carried out on dedicated lines, without prejudice to the provisions under Articles 101, 102 and 106 of the TUEF.
2. Any incompatibility between train paths with equal priority, in accordance with the previous paragraph 1, shall be solved by giving priority to the service aimed at the traffic characteristic of the time slot of interest, as follows:
  - the transport services qualitatively and quantitatively sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments shall be assigned priority status, with respect to the other services referred to in paragraph 1, in the commuter time slots, i.e. between 6.00-9.00 and 17.00-20.00;
  - the high-speed train services (entirely or partially) using dedicated infrastructures – built anew or upgraded, and the international passenger services – shall be given priority status along the entire route vis-à-vis the other services referred to in paragraph 1 between 7.00-22.00, excepting the time slots referred to in the preceding sub-paragraph;
  - international freight services or freight services provided on dedicated lines shall be given priority status along the entire route, with respect to the other services referred to in paragraph 1 in the time slot between 22.00 and 6.00.
3. In the case of incompatibilities that cannot be solved based on the rules set out above, the capacity shall be allocated prioritarily to the services in the order as follows:
  - services carrying national freight on non-dedicated lines in the time slot between 22.00 and 6.00. The priority refers to the paths related to the requests made by the RUs that have entered into commercial agreements for transporting dangerous goods and for combined/integrated transport;
  - services provided under interval-service timetables, even if provided by more than one RU under specific commercial agreements, documented to the IM on the submission of the path request and, in any case, concluded in accordance with the principles set out in Article 81 of the Treaty and of the applicable national legislation;
  - services that most utilise weekly uniform paths;
  - services using paths that segment to a lesser extent the line, individually developing the most number of kilometres;

and if it should still prove impossible to solve the conflict, according to the priority represented by the order of presentation of the requests.

4. In the apportionment of the capacity for requests during the applicable working timetable period the priority is always determined by the order of presentation of the requests.
5. However, the priority service, in the presence of other requests, cannot lead to the congestion of the infrastructure capacity, since priority is not an exclusive right. The maximum share of the available capacity that can be allocated - for each Section and time slot - to each type of priority service (Regional Passengers, Medium/Long-Distance Passengers, Freight) is fixed at 60%. This maximum percentage does not apply to dedicated or specialised lines for certain types of traffic.  
This principle is applied also in the capacity allocation formalized with the framework agreement.
6. Any incompatibilities between path requests submitted by different Railway Undertakings for the same type of service shall be governed with the priority criteria referred to in sub-paragraphs 1, 3 and 4 above. As regards the Section of interest, the RU granted priority status cannot be allocated all the available paths in the day for the requested type of service, because priority is not an exclusive right: the maximum share of available paths that can be allocated to the RU granted priority status is fixed at 80%. This principle shall be applied also to the capacity allocation formalized under a framework agreement.
7. The priority criteria hereunder exclusively concern the allocation of the integrated capacity of the lines, facilities and terminals owned by the IM. Priority criteria for traffic management purposes are set out in the applicable operating regulations.

#### 4.6.3 Capacity analysis and capacity enhancement plan

1. When an infrastructure has been declared to be congested, the IM conducts an analysis of its capacity, unless a capacity enhancement plan is already under way.
2. The objective of capacity analysis of a congested infrastructure is to determine the restrictions on infrastructure capacity, which prevent requests for capacity from being adequately met, and to propose methods for enabling additional requests to be satisfied. This analysis shall identify the reasons for the congestion and what measures might be taken - in the short and medium term - to ease the congestion.

This analysis shall consider the infrastructure, the operating procedures, the nature of the different services operating and the effect of all these factors on infrastructure capacity. Measures to be considered by the IM shall include the re-routing of services, re-timing services, speed alterations and infrastructure improvements. The capacity analysis must be completed within 6 months from the date on which the infrastructure is declared to be congested.

3. Within 6 months of the completion of a capacity analysis in paragraph 2 above, the IM shall produce a capacity enhancement plan.

A capacity enhancement plan shall be developed after consultation with accounts of the relevant congested infrastructure and shall identify:

- the reasons for the congestion;
- the likely future development of traffic;
- the constraints on infrastructure development;
- the options and costs for capacity enhancement, including likely changes to access charges.

It shall also, on the basis of a cost-benefit analysis of the possible measures identified, determine what action shall be taken to enhance infrastructure capacity, including a calendar for implementation of the measures.

#### 4.6.4 Service priority criteria

Regarding the allocation of requested services the IM shall take into account the following priority criteria:

1. Conclusion of a Framework Agreement;
2. Priority service of the requested asset;
3. Priority criteria of the train paths related to the service;

4. Maximisation of asset use;
5. (only in the case of late requests or requests receiving during the current timetable period) Chronological order of presentation of the request (first in/first served basis).

The criteria set out in paragraph 7.3.2 of the NS shall apply solely to the services referred to in the same paragraph, in accordance with Measure 10.6.1 of the TRA Resolution no. 70/2014.

Solely for the services referred to in par. 7.3.5 of the NS, the criteria indicated in the same paragraph shall apply.

## 4.7 TRANSPORT OF DANGEROUS GOODS

Upon submission of a train path request, the RU is obliged to specify whether the transport shall concern dangerous goods, classified as such by the applicable operating regulation "*Reglement concernant le transport international ferroviaire des marchandises dangereuses - RID*".

In the event the request concerns the transport of dangerous goods, concerning connected facilities, the RU shall submit a declaration in writing to the Manager of the Terminal specifying the transport acceptance capacity, in accordance with the applicable regulations, subject to forfeiture of the application, according to the following schedule:

- within 5 calendar days after the delivery of the final draft timetable in November, in the case of path / service requests for the timetable following the working timetable;
- within 5 calendar days prior to the date of activation of the path /service, in the event of short-term path and service requests (during the working timetable).

The yards suited to the terminalisation of dangerous goods are specified in the ePIR portal.

The proposed train path issued to the RUs submitting requests for dangerous goods shall include the specification "transport of dangerous goods - TDG". This note shall be recorded directly in the traffic management platform (PIC), where the good path request is submitted in the short term.

The paths allocated in relation to path requests without the above mentioned information being provided cannot be used for transporting dangerous goods.

In connection with the notification of the formation of freight trains, the RU shall inform the IM, for each freight or tank car forming the train, and the quantity (net weight expressed in kilos) of each type of dangerous goods carried.

This notification - including all the elements specified above - is preliminary to and binding on the departure of the train.

### 4.7.1 Criteria for identifying the freight terminals/handling stations for dangerous goods

The IM shall identify and define – in accordance with dedicated procedures – the Terminal Freight Stations (SMT – Scali Merci Terminali) – within the meaning of Schedule 1 to the Decree issued by the Environment Ministry on 20/10/1998 – with respect to the National Rail Infrastructure, also meeting any specific requirements of the RUs.

The costs for implementing, maintaining and upgrading the relevant plants and systems, under the applicable regulations (except for the measures falling under the responsibility of the forwarding/receiving companies), shall be incurred by the IM, which may also pass on the costs it incurs for upgrading the infrastructure to the RUs concerned, based on fair, transparent and non-discriminatory criteria.

The lists of SMTs are published and updated by the IM in the ePIR portal. Details are also provided as to the type of station, in accordance with the Decree of the Environment Ministry of 20/10/98.

## 4.8 RULES FOR VARIATION OF ALLOCATED PATHS

### 4.8.1 Specific requests by the Railway Undertaking

#### 4.8.1.1 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.

#### 4.8.1.2 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 6.5), nor shall it be valorised for the purpose of determining the train's arrival within the threshold of punctuality.

In the event the postponement is refused by the IM, the RU contact may officially formalize his surrender of the path, with the ensuing financial effects detailed in paragraph 5.6.4.1 ~~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 ~~6-5-5.7~~).

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 5.6.4.1 ~~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 5.6.4.1.

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 7.3.2, 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.

#### 4.8.2 Path variations due to IM requirements or force majeure

##### 4.8.2.1 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.

##### 4.8.2.2 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.

#### 4.8.3 Rules and financial consequences in the case of non-use of paths subject to a contractual agreement

Refer to what is described in paragraphs 5.6.4.1, point c).

#### 4.8.4 Rules and consequences of failure to establish a designation/contractual agreement and non-use of contracted paths

Refer to what is described in paragraphs par. 5.6.3.1 e 5.6.3.2, 5.6.4.1 e 5.6.4.2.

## 4.9 TTR PROJECT (UPDATED IN DECEMBER 2021)

### 4.9.1 TTR objectives

In order to ensure a further degree of harmonisation of the timetable definition procedures among the different European countries, RNE and the Forum Train Europe (FTE), in collaboration with the European Rail Freight Association (ERFA) have launched the 'Redesign of the International Timetabling Process' project (TTR) for optimal capacity management (TTR for smart capacity management). The TTR is aimed at optimising the process of creating a European railway timetable to promote the competitiveness of rail transport.

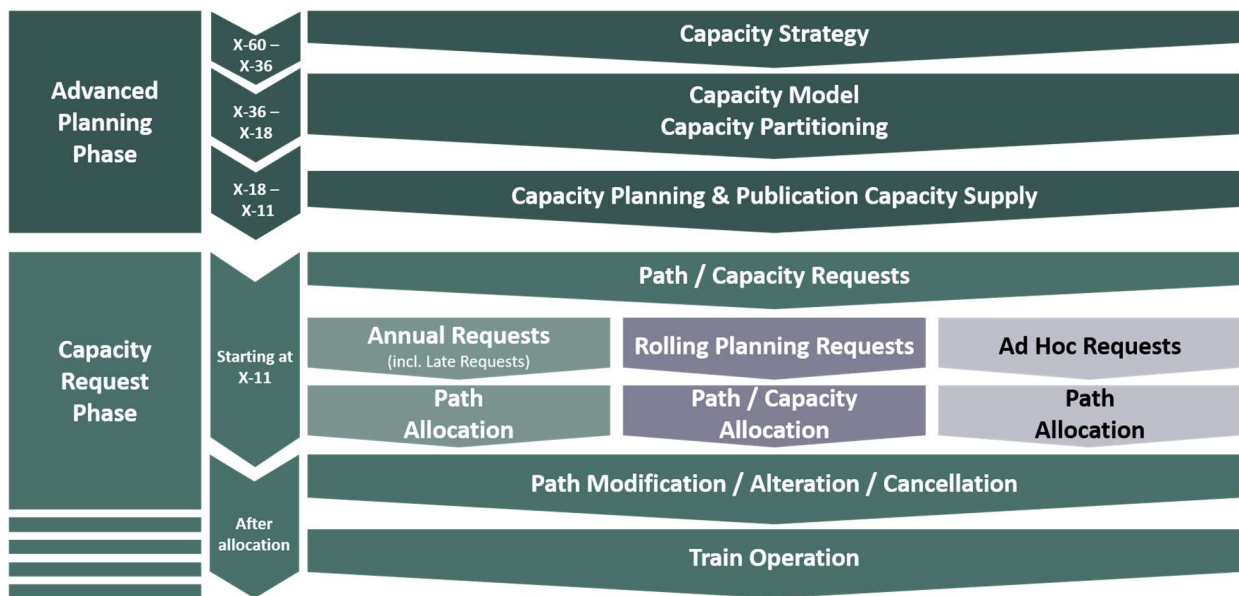
The TTR is based on several steps including a new approach to infrastructure capacity planning and allocation (including capacity reserved for works) and the introduction of new capacity allocation processes.

Therefore, the TTR project aims to better meet the needs of the various Applicants through an optimised timetabling process providing capacity according to rules that reflect the needs and timing of the different rail transport segments.

Further information about the strategy can be found at <http://www.ttr.rne.eu/> and on the RFI website. In line with the expected changes in the European and national regulatory framework, the new system is scheduled to become operational in the 2024-2025 timetable.

### 4.9.2 Process elements

The TTR process is based on the following elements:



**Capacity Strategy (from X-60 to X-36 months):** Capacity Strategy is the Infrastructure Manager's long-term capacity planning phase for the whole or part of the railway network or for specific lines. The main purpose of the Capacity Strategy is to provide an overview of the available future capacity of the infrastructure and the expected development needs, also through sharing with neighbouring Applicants and Infrastructure Managers.

**Capacity Model (from X-36 to X-18 months) with Capacity Partitioning:** the Capacity Model provides a more detailed definition of demand forecasts and capacity allocation between Annual Timetable, Rolling Planning, capacity reductions due to works and unplanned capacity (if available). Applicants are given the opportunity to provide comments to the IM on the Capacity Model and the formulated Capacity Partitioning Scheme. The capacity development needs communication and the Capacity Model are explained in paragraphs 4.9.3.1 and 4.9.3.2 respectively.

**International coordination of temporary capacity restrictions (TCR):** Temporary Capacity Restrictions (TCR) may occur in case of maintenance, renewal, construction of parts of the infrastructure or for different reasons of restrictions on the use of the infrastructure with impacts on the available capacity of a line. These capacity reductions

are necessary to maintain the efficiency of the infrastructure and to allow its improvement and development in line with the development needs expressed by the market.

Requests for capacity/train paths:

- Capacity for Annual Requests: the capacity dedicated to stable transport requests forwarded in advance with respect to timetable activation. The capacity is made available in accordance with the established timeframe and procedures in the Network Statement.
- Capacity for Rolling Planning requests: reserved capacity dedicated to transport requests characterised by a higher market variability with respect to annual requests; the capacity will be allocated in the form of train paths for the first service timetable and, if necessary, on the basis of capacity bands and for certain time windows, up to two subsequent service timetables. The capacity is made available according to the timing and procedures established in the Network Statement.
- Capacity for ad-hoc requests: unscheduled capacity or residual capacity usable for requests sent from X-2 with respect to the departure of the train.

During the process implemented to define the capacity strategy and the capacity model RFI will include the TRA in all communications sent to neighbouring IMs and Applicants.

### 4.9.3 Project implementation

RFI will implement the project at national level, on the basis of a harmonised timetable at RNE level. The new approach will be adopted progressively following a test phase in order to evaluate the system and make appropriate changes prior to the full implementation of the project at national level.

The timeline summarising the different phases identified by RNE for the implementation of the project is shown below.



At the end of each procedural step provided for by the TTR project the IM will provide the Applicants with the final documentation necessary for participation in the subsequent steps. These documents will be made available as an appendix to this chapter and in a specific section in the RFI website ([www.rfi.it](http://www.rfi.it)).

#### 4.9.3.1 Communication of capacity needs

Applicants may notify RFI of their capacity requirements between 36 months and 24 months prior to the start of the 2024-2025 service timetable at the PEC address: [rfi-dce-dco@pec.rfi.it](mailto:rfi-dce-dco@pec.rfi.it)

Capacity requirement notifications are considered as non-binding requests by the Applicants with respect to future capacity requests submitted and are taken into account by RFI for the construction of the Capacity Model (see paragraph 4.9.3.2).

#### 4.9.3.2 Capacity Model and Capacity Partitioning

The Capacity Model is developed on the basis of RFI's Capacity Strategy (see section 4.9.2), market needs and temporary capacity reductions of the IM in order to allow Applicants to schedule infrastructure capacity requests. For this purpose, capacity is partitioned according to different technical and commercial needs (Capacity Partitioning), generally belonging to the following types:

- Capacity required for temporary capacity reductions (TCR);
- Capacity for commercial traffic.

Without prejudice to the capacity reserved for temporary capacity reductions, the commercial capacity is divided among:

- Capacity available for Annual path requests;
- Capacity reserved for Rolling Planning requests;
- Non-reserved capacity for ad-hoc requests (if available).

Following the aforementioned allocation of capacity the IM will implement a further allocation for the various traffic segments, to be shared at a later stage and in any case by the date of publication of the capacity offer.

#### 4.9.3.3 Capacity offer (update: December 2021)

On the basis of the allocated capacity referred to in sub-sect. 4.9.3.2 (X-18) RFI will start the process aimed at defining the capacity offer through the combination of pre-arranged paths (PaP), the reserved capacity for Rolling Planning (RP) and taking into due consideration the multi-annual capacity involved in the RP, and also that committed in the Framework Agreements that have already been signed. The capacity offer may also consider non-reserved capacity dedicated to ad hoc paths.

In the case of international traffic, the harmonisation processes defined with neighbouring IMs are adopted.

In order to allow Applicants to plan and harmonise their capacity requests the IM will publish the capacity offer (in terms of time bands or slots or train path catalogues) for the annual timetable and Rolling Planning requests by X-11 in the path-request management platform.

For the purpose of consultation, Applicants will receive a draft of the capacity offer before final publication according to the timing and procedures set out in the Network Statement.



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

**FORMAT A (Indicated for 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																							
Service and Connections	Time slot (departure time from the origin station or section start)																				Total (paths/day)	Total (trains/year)	
	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
	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																							

Requested industrial service	Location	Commercial connection

**Format B (indicated for the Framework Agreement for freight transport services)**

Original facility	Destination Facility	no. weekly circulation (any distinction for periods of the year)	Annual circulation (days/year)	Departure time slot	Traction	Cargo category (axle load)	Speed (km/h)	Towed mass (t)	Maximum train length (m)	Loading gauge	Dangerous goods (YES/NO)

*Insert any requests for industrial services using the relative model for the FAs dedicated to travellers*

# SECTION 5 – SERVICES AND TARIFFS

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## 5.1 INTRODUCTION (UPDATED IN DECEMBER 2021)

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, paragraph 13 of Legislative Decree no. 112/15, the Transport Regulatory Authority defines the general regulatory guidelines relating to the production and remuneration of the minimum access package (PMdA) and services other than the PMdA described in this chapter.

Following is an overview of the different types of services provided by the Manager:

### a) Minimum Access Package

The infrastructure manager, having regard to the payment of the access charge and utilisation of the infrastructure, guarantees that all railway undertakings allocated train paths, at fair and non-discriminatory conditions, the provision of the following services forming the minimum access package:

- handling rail infrastructure capacity requests for the purpose of concluding the access contracts;
- right to access the allocated capacity;
- utilisation of the rail infrastructure, including the points and connecting tracks;
- control and regulation of train traffic, signalling and train routing and communication of all information on traffic;
- utilisation of the electrical power supply system for the traction electricity, if available;
- all other information needed to perform or manage the service for which the capacity has been granted;
- Ferry service to/from Sicily (Villa S. Giovanni – Messina route) and Sardinia (Villa S. Giovanni/Messina – Golfo Aranci route);
- infrastructure connecting service facilities.
- New service for the removal of obstructions and clearing the infrastructure as provided for in sub-sect. 6.3.3.2.7.

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

Refer to what is described in paragraph 7.3 relating to service facilities.

### c) Additional Services

If RFI, as the service facility operator, provides the following additional services, the latter are provided at the request of the railway undertakings, at fair, non-discriminatory and transparent conditions.

- traction current;
- pre-heating, climatization and use of REC charging points for maintenance/cleaning of passenger trains and water supply to trains;
- monitoring trains carrying dangerous goods;
- services for exceptional transports;
- marshalling operations;
- assistance to passengers with reduced mobility (PRM);
- parking;
- fast-track platform access.

### d) Ancillary Services

RFI, as the operator of the service facilities, may, at the request of the railway undertakings, provide, at fair, non-discriminatory and transparent conditions, the ancillary services as follows:

- supply of additional information;
- access to the GSM-R telecommunications network for ground-to-train communication services.

Without prejudice to the principle of non-discrimination, RFI, as the service facility operator, is not under the obligation to provide the ancillary services.

## 5.2 TARIFFS SYSTEM (UPDATED IN DECEMBER 2021)

With reference to the fees to be paid for the Minimum Access Package for the 2022-2023 working timetable, in accordance with the provisions of TRA Resolution 114/2021, RFI will apply the Minimum Access Package tariffs for the 2021/2022 timetable suitable for the planned rate of inflation.

As regards the tariffs for extra-Minimum Access Package services, it should be noted that the fees indicated in chapters 5 and 7 implement the provisions of TRA Resolution 172/2021 (2-a). These rates may be subject to modification as a result of further analyses and verification provided for in TRA Resolution 172/2021.

In accordance with TRA Resolution 175/21 (3-b), this IM will proceed to post a specific figurative post, in the regulatory period 2023-2027, deriving from the adjustments to be made in favor of the holders of contractual relationships who are recipients of the effects of the judgments of the TAR Piemonte of 7 January 2020, nos. 19, 23 and 25, as well as by the revision of the fees provided for in the TRA Resolution n. 175/21 (3-a) and implemented in this document.

## 5.3 MINIMUM ACCESS PACKAGE

### 5.3.1 Services included in the minimum access package (updated in December 2021)

#### Handling rail infrastructure capacity requests for the purpose of concluding the access contracts

This includes all the preliminary activities needed to conclude the Contract:

- checking whether the RU holds the prescribed requirements, licence, entitlement document and safety certificate, with reference to the period of validity of the contract;
- receipt of requests and verification of their consistency with the characteristics of the railway infrastructure;
- verification of the availability of the requested capacity and related confirmation;
- drafting and notification of the detailed working timetable;
- economic development of the train paths;
- drafting of the Contract and formal allocation of the train path.

Each Contract shall specify the total access charges and any costs for the electrical power supply and services.

#### Right to utilise the allocated capacity

Comprises the activities needed to ensure:

- as regards the lines:
  - their availability for transport services;
  - their quality, meaning the performance characteristics of the infrastructure, needed to utilise the allocated train path.
- as regards passenger stations:
  - the availability of arrival/departure tracks for the time needed to carry out the technical and commercial services:
    - a) in the ePIR portal for the origin/destination stations;
    - b) in the allocated train paths for all the intermediate stations.
- as regards the connection facilities with the external networks:
  - compliance with the maximum stopping times for international freight train services as indicated in ePIR portal.

However, any exceptions entailing an exceedence of the restrictions stated in the ePIR portal, with regard to the origin/destination stations – as a result of the IM’s needs, in respect of the overall working timetabling operations, or of any technical/organisational and commercial needs of the RU strictly related to the scheduling of the services – shall not obstruct the capacity of the yard in any way, and shall be formalised with the notification of the draft working timetable or station schedule, as regards goods facilities:

- availability of arrival and departure tracks for the time resulting from the station schedule;
- utilisation of lighting installations.

#### **Utilisation of the rail infrastructure, including the points and connecting tracks**

This includes the utilisation of points and connection tracks, along the line and at stations, and of alarm installations along the line, necessary for using the train path.

#### **Control and regulation of train traffic, signalling and train routing and communication of all traffic information**

This includes, within the timeframe of the opening times of the lines and installations, as indicated in Section 3:

- the orderly operation of the train services along their prescribed route and the communication of any special traffic situations (slowdowns, interruptions/rerouting or detours, speed limits, etc.).
- signalling or the indication of the condition of freedom or occupation of an infrastructure and on train distancing, and on the speed limits of the sections concerned.

#### **Utilisation of the electric power supply system, where available**

This includes the utilisation of the:

- overhead line for electrical traction;
- transformer rooms and equipment for transforming electrical power;
- electricity distribution installations, for the time needed to utilise the train path, including the time required for passengers to board or alight from the trains and the stabling and parking of the rolling stock to/from the stabling/parking sidings.

#### **All other information as is necessary to implement or operate the service for which capacity has been granted**

Includes the following information that the IM is obliged to provide to the RU, based on the systems and equipment currently available at the single yards and facilities:

- as regards the schedule, the detailed train path and related information (train number, train classification, origin/destination, route, stops, times, arrival and departure tracks at the stations, operating days);
- as regards the actual performance of services, any significant variations to the above information and the reasons therefore.

With regard to the information needed for the provision or management of the service for which the capacity has been allocated, the RUs that have entered into a track access contract may utilise the IM’s information systems, through a number of lines/network connections included in the MAP, as defined in paragraph 5.3.2 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.
  - **SERVICE LIVE A/D MONITOR:** this module enables the real-time displaying of passenger information on the monitors installed in the stations; it also includes the information channel called *“Stazione Virtuale”* (Virtual Station), for interfacing with the information systems of RFI that manage public announcements;
  - **RETE BLU:** this is a system for the computerised management of the requests for ground assistance services for PRM clients, of the agenda of requested services and of the final information, with respect thereto.
  - **Hazard Database (HD),** an information system that records and displays any event that has or could have jeopardised train and network operation safety.

The IM is required to provide the following information of the static or dynamic type 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-on-line.html](http://www.rfi.it/it/stazioni/pagine-stazioni/servizi-di-qualita/informazioni-al-pubblico/quadri-orario-on-line.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 passenger information services shall be provided in the form of timetables, notices to travellers and arrival and departure monitors, in connection with the entry into effect of the working timetable, any intermediate adjustments and any intervening changes. The train timetables and notices to travellers shall be put up in highly visible places and near the ticket offices.

With regard to the passenger information service, the IM is committed to ensuring that the level of satisfaction of users is equal to at least 90% in ordinary operating conditions or at least 85% in critical operating conditions. The IM monitors this index through customer satisfaction surveys carried out at the station.

**Maritime rail links to/from Sicily and Sardinia**

The service consists in providing a rail link by sea to and from the mainland and Sicily and Sardinia.

The rail link by sea to/from the mainland and Sicily, ensuring the continuity of the train path, may concern goods wagons, also containing dangerous and harmful goods, and passenger carriages with the passengers on board. The presence of passengers on board the trains during the ferry crossing shall be regulated, on a case by case basis, by the RFI staff performing the ferry service.

The rail link by sea to/from the mainland and Sardinia does not concern passenger carriages and may concern goods wagons, excepting wagons containing dangerous and harmful goods and empty passenger carriages.

The rail link shall comprise the following services:

- loading operations (transfer of the rolling stock from the arrival siding to the embarkation point, without any changes to the train formation, and subsequent embarkation onto the ferry);
- ferry crossing;
- unloading operations (disembarkation of the rolling stock from the ferry, transfer from the disembarkation point to the train departure siding, without any changes to the train formation);

Any changes to the train composition shall be carried out independently by the RU and access to the dedicated areas for these activities shall be requested in accordance with paragraph 5.3.1.

The rail link does not include any other service requested by the RU, which shall, therefore, be subject to extra charging.

RFI ensures the maritime rail link to/from the mainland and Sicily (Villa S. Giovanni-Messina route), Sardinia (Messina/Villa S. Giovanni-Golfo Aranci route).

RFI undertakes to provide the carriages with electric power throughout the ferry crossing, unless this is impossible for proven technical reasons.

The RU undertakes to comply with the maximum load prescriptions applicable to the carriages and to present wagons containing dangerous goods only for expressly appointed trips. The RU undertakes, in this case, to comply with the applicable regulations and to take all the necessary steps to ensure the transport safety of the wagons containing these goods.

RFI shall take over the carriages and wagons for the ferry crossing from the moment in which the RU makes them available for embarkation and shall return them to the RU after completion of the disembarkation operation. The IM, however, shall not be responsible for any loss or damage to the goods and/or injury to persons occurring prior to the carriages and wagons are made available to it by the RU and after the disembarkation operation. During the embarkation/disembarkation operations and the ferry crossing, RFI shall be responsible for any loss or damage to the goods and/or injury to persons occurring in connection therewith, unless it can be proved at the event occurred through no fault of its own.

### Infrastructure connecting service facilities

RFI guarantees to the RU the right to use the national rail infrastructure to access the connecting service facilities owned by parties other than RFI itself.

### New evacuation service with equipped vehicles

The evacuation service directly implemented by RFI is provided according to the modalities described in sub-section 6.3.3.2.7 of the Network Statement.

### 5.3.2 Tariffs in the 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.

### 5.3.2.1 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 5.1 – TA1 unit prices by WEIGHT class of the train**

Weight classes	TA1 (€/km)
0 - 500 t	0,131
500 - 1000 t	0,382
1000 - 1500 t	0,633
>1500 t	0,883

**Table 5.2 – TA2 unit prices by operating SPEED**

Operating speed	TA2 (€/km)
0 - 100 km/h	0,121
100 - 150 km/h	0,198
> 150 km/h	1,085

The operating speed of the train is calculated by means of the following formula:

$$\text{Speed operating} = \text{Distance travelled} / (\text{Travel time} - \text{Stops})$$

**Table 5.3 – TA3 unit prices by wear and tear of the OVERHEAD CONTACT LINE**

Type of traction	TA3 (€/km)
Electric	0,047
Electric (2 pant. e Vmax ≥250km/h)*	0,024
Diesel	0,000

\* Without prejudice to the obligation of notification by the RU, in accordance with par. 4.2, regarding the use of a double pantograph on the stretches of line allowing such a use, the IM shall conduct special checks during train services.

### 5.3.2.2 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 5.1.

Figure 5.1– First level binomials and market segments (Measure 24 of ART Resolution no. 96/2015)

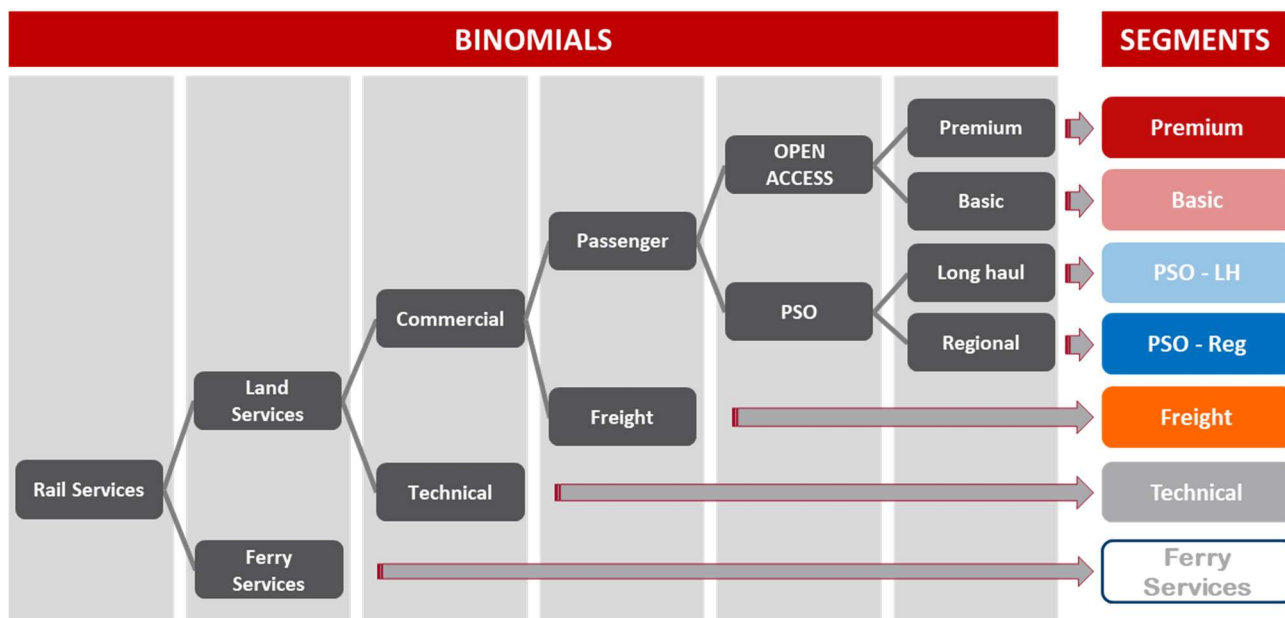


Figure 5.2 shows a description of each resulting market segment.

Figure 5.2– Description of the market segments (Measure 24 of ART Resolution no. 96/2015)

Segment	Description
Premium	Passenger trains operating under the OPEN ACCESS system travelling on sections of the HSL network at speeds in excess of 250 km/h
Basic	Passenger trains operating under the OPEN ACCESS system that do not travel on sections of the HSL network at speeds in excess of 250 km/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)
Ferry Services	Ferry services to/from Sicily or Sardinia

The further sub-divisions of the market segments Premium, Freight, PSO - Regional and PSO - LH, as defined by the IM, is illustrated in Figures 5.3-5.6.

Figure 5.3 - 2nd level PREMIUM binomials

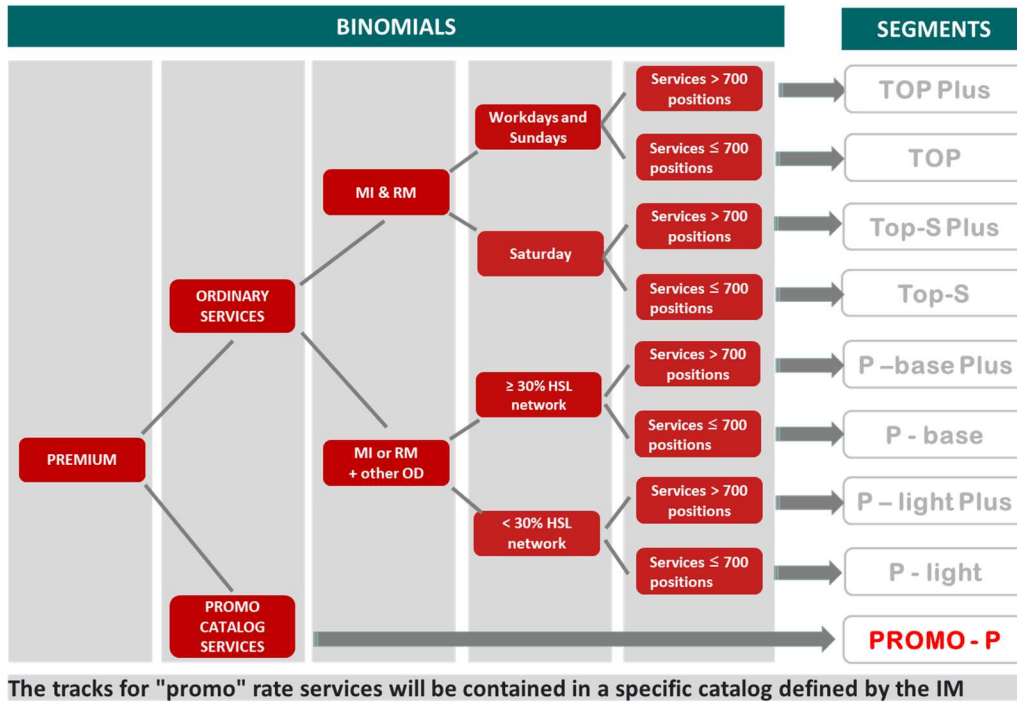


Figure 5.4- 2nd level FREIGHT binomials

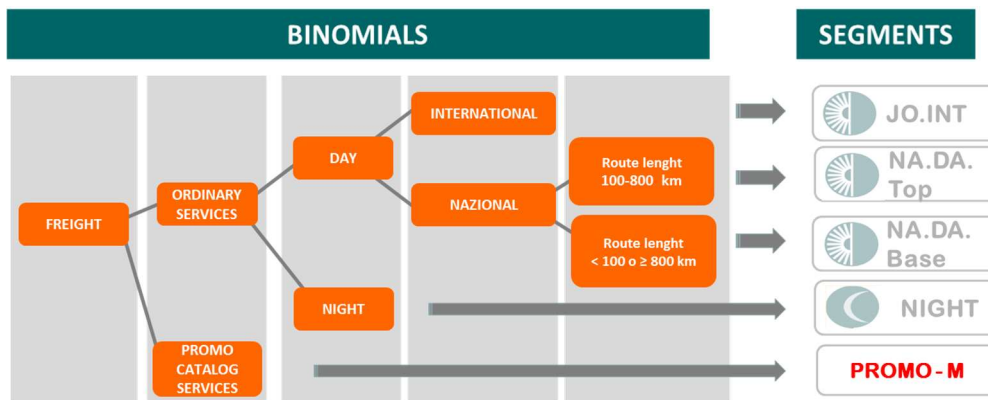


Figure 5.5- 2nd level PSO – LH binomials

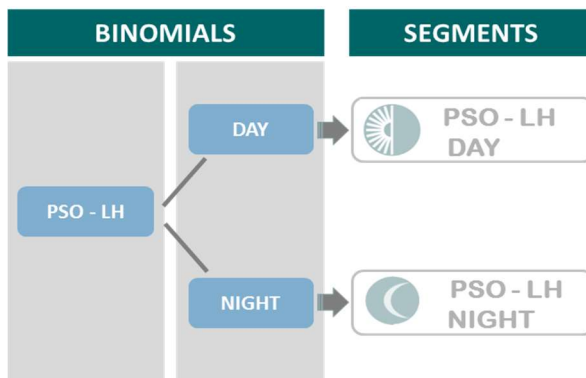
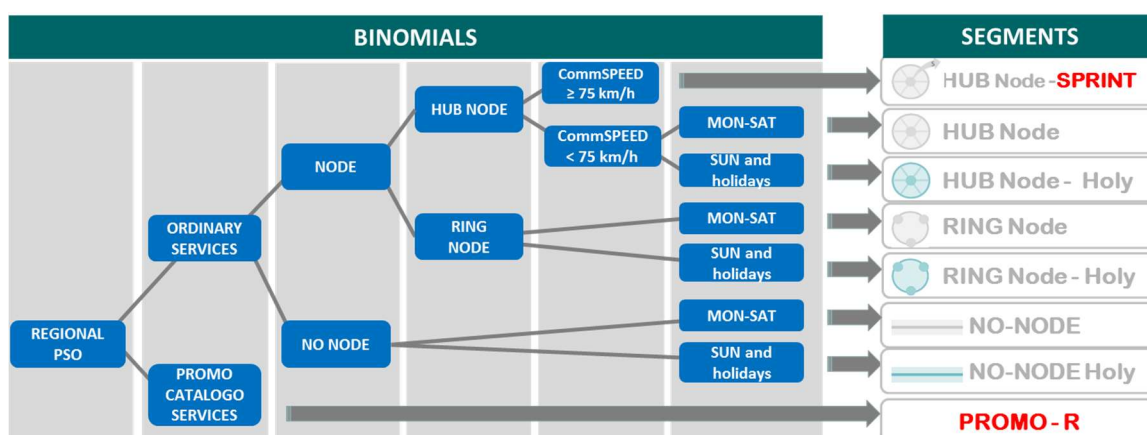


Figure 5.6 - 2nd level PSO – REGIONAL binomials



The operating speed of the train is calculated applying the following formula:  
 Speed operating = Distance travelled / Travel time

Tables 5.4-5.7 provide a description of each market sub-segment.

**Table 5.4– Description of PREMIUM\* market segments**

Segment	Description
<b>Top Plus</b>	<ul style="list-style-type: none"> <li>• Top with service with &gt; 700 seats offered</li> </ul>
<b>Top</b>	<ul style="list-style-type: none"> <li>• PREMIUM services operating a commercial service in Rome and Milan</li> <li>• Operated only on weekdays (not including Saturday)</li> <li>• Seats offered ≤ 700</li> </ul>
<b>Top-S Plus</b>	<ul style="list-style-type: none"> <li>• Top-S with service with &gt; 700 seats offered</li> </ul>
<b>Top-S</b>	<ul style="list-style-type: none"> <li>• PREMIUM services operating a commercial Service in Rome and Milan</li> <li>• Operated on Saturdays</li> <li>• Seats offered ≤ 700</li> </ul>
<b>P-base Plus</b>	<ul style="list-style-type: none"> <li>• P-base with service with &gt; 700 seats offered</li> </ul>
<b>P-base</b>	<ul style="list-style-type: none"> <li>• PREMIUM services operating a commercial service in Rome or Milan</li> <li>• PREMIUM services not operating a commercial service in Rome and Milan</li> <li>• Seats offered ≤ 700</li> </ul>
<b>P-light Plus</b>	<ul style="list-style-type: none"> <li>• P-light with service with &gt; 700 seats offered</li> </ul>
<b>P-light</b>	<ul style="list-style-type: none"> <li>• P-base, but with the use of the High Service Level network for less than 30% of the route travelled</li> </ul>
<b>Promo - P</b>	<ul style="list-style-type: none"> <li>• New commercial services, defined in the catalogue by the IM. The catalogue and fees are defined in a subsequent edition of the NS</li> </ul>

\* Without prejudice to the obligation of notification by the RU, in accordance with par. 4.2, regarding the seats offered, the IM shall conduct special checks during train services.

**Table 5.5 - Description of the FREIGHT segments\***

Segment	Description
<b>Night</b>	<ul style="list-style-type: none"> <li>• NATIONAL and INTERNATIONAL FREIGHT services</li> <li>• Travelling predominantly at NIGHT (≥ 51% of the route in the 22 – 06 slot)</li> </ul>
<b>JO.INT</b>	<ul style="list-style-type: none"> <li>• INTERNATIONAL FREIGHT SERVICES</li> <li>• Travelling predominantly during the DAY (&lt; 51% route in the 22 – 06 slot)</li> </ul>
<b>NA.DA. Top</b>	<ul style="list-style-type: none"> <li>• NATIONAL FREIGHT services</li> <li>• Travelling predominantly during the DAY (&lt; 51% of the route in the 22 – 06 slot)</li> <li>• Distance travelled ≥ 100 km and &lt; 800 km</li> </ul>

<b>NA.DA. Base</b>	<ul style="list-style-type: none"> <li>• NATIONAL FREIGHT services</li> <li>• Travelling predominantly during the DAY (&lt; 51% of the route in the 22 – 06 slot)</li> <li>• Distance travelled &lt; 100 km and ≥ 800 km</li> </ul>
<b>Promo - M</b>	New commercial services, defined in the catalogue by the IM and in accordance with the requirements set out in the TRA decision no.17/2018.

\* As a result of Resolution 58/2020 the extension of the duration of the night-time band for trains travelling on the F027-F028 Verona-Brenner sections is expanded symmetrically on the days when interruptions simultaneously occur on both tracks (PIS). The extension of the expansion corresponds to the duration of the planned interruption of services (PIS). In order to take advantage of the expansion of the night-time band the portion of the path on the Brenner-Verona section must be covered at least partially during the hours of duration of the night-time band and/or of the relative expansion.

**Table 5.6 - Description of the PSO – LD segments**

Segment	Description
<b>Night</b>	UNIVERSAL LD NIGHT passenger service trains (arrival at destination after 02:00)
<b>Day</b>	UNIVERSAL LD DAY passenger service trains (arrival at destination before 02:00)

**Table 5.7 – Description of the PSO – REGIONAL segments**

Segment	Description
<b>Hub Node-Sprint</b>	<ul style="list-style-type: none"> <li>• REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10)</li> <li>• Commercial services in at least one of the Hub stations shown in Table 6.11</li> <li>• Operating speed ≥ 75 km/h</li> </ul>
<b>Hub Node</b>	<ul style="list-style-type: none"> <li>• REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10)</li> <li>• Commercial services in at least one of the Hub stations shown in Table 6.11</li> <li>• Operating speed &lt;75 km/h</li> <li>• Operated every day except Sunday</li> </ul>
<b>Hub Node – Holy</b>	<ul style="list-style-type: none"> <li>• REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10)</li> <li>• Commercial services in one of the Hub stations shown in Table 6.11</li> <li>• Operating speed &lt; 75 km/h</li> <li>• Operated on Sundays and holidays</li> </ul>
<b>Ring Node</b>	<ul style="list-style-type: none"> <li>• REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10)</li> <li>• No services in any of the stations listed in Table 6.11</li> <li>• Operated every day except Sunday and holidays</li> </ul>
<b>Ring Node – Holy</b>	<ul style="list-style-type: none"> <li>• REGIONAL node services (Using at least part of the Metropolitan network - see Table 6.10)</li> <li>• No services in any of the stations listed in Table 6.11</li> <li>• Operated on Sundays and holidays</li> </ul>
<b>No Node</b>	<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>
<b>No Node – Holy</b>	<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>
<b>Promo - R</b>	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 5.8.

Table 5.8 – TB unit prices per market segment

Type of service	T <sub>B</sub> (€/km)	
Premium	Top Plus	6,050
	Top	5,517
	Top-S Plus	4,979
	Top-S	4,536
	P-base Plus	4,647
	P-base	4,263
	P-light Plus	4,504
Basic	P-light	4,132
	Open Access - Basic	4,210
PSO – Long distance	OSP - LP - Day	2,986
	OSP - LP - Night	1,204
PSO – Regional	Nodo Hub-SPRINT	3,016
	Nodo Hub	2,944
	Nodo Hub-HOLY	2,618
	Nodo Ring	2,857
	Nodo Ring - HOLY	2,548
	No Nodo	1,694
	No Nodo - HOLY	1,423
Freight	JO.INT.	2,382
	NA.DA. Top	2,005
	NA.DA. Base	1,193
	Night	0,948
Technical	Technical	1,395
Ferry*	Ferry	227,265
Promo**	Premium	0,000
	Freight	0,000
	PSO Regional	0,000

\*To calculate the B component relating to the Villa San Giovanni-Messina and Villa San Giovanni/Messina-Golfo Aranci routes, the values of 7,50 km for Sicily and 32, 96 km for Sardinia are assumed, respectively, as equivalent distances. The value of the A component in the case of ferry services is considered null.

\*\*The IM may consider the application of the promo tariffs to other market segments as well.

### 5.3.2.3 Network classification

For the purpose of defining the Premium market segment, and related sub-segments, the sections of Network at High Service Level (HSL) are defined and, among these, those featuring a maximum speed in excess of 250 km/h are highlighted (Table 5.9).

Table 5.9 - HSL network sections

High Service Level (HSL)	FROM	TO	V <sub>max</sub>
AV/AC Torino-Milano AV/AC Milano-Bologna AV/AC Bologna-Firenze AV/AC Roma-Napoli AV/AC Linea Pioltello – Brescia	<ul style="list-style-type: none"> <li>• Origine Linea AV</li> <li>• Bivio P.C. Melegnano</li> <li>• Bologna Centrale AV</li> <li>• Roma Prenestina</li> <li>• Pioltello</li> </ul>	<ul style="list-style-type: none"> <li>• Milano Certosa</li> <li>• Bologna Centrale AV</li> <li>• Firenze Castello</li> <li>• P.M. Casoria</li> <li>• Brescia</li> </ul>	> 250 km/h

Linea Direttissima	• Firenze Rovezzano	• Settebagni	≤250 km/h
Linea Rogoredo-Melegnano	• Milano Rogoredo	• Bivio Melegnano P.C.	
Linea Padova-Venezia Mestre	• Venezia Mestre	• Padova	
Monte del Vesuvio Line	• P.M. Casoria	• Bivio S. Lucia	

To define the PSO-Regional sub-segments, the sections of the Metropolitan Network are defined (Table 5.10).

**Table 5.10 – Metropolitan Network sections**

Node	Node border
<b>Turin</b>	<ul style="list-style-type: none"> <li>• Alpignano</li> <li>• Trofarello</li> <li>• Settimo Torinese</li> <li>• Origine To-Mi AV</li> <li>• Bivio Sangone</li> </ul>
<b>Milan</b>	<ul style="list-style-type: none"> <li>• Rho</li> <li>• Gallarate</li> <li>• Monza</li> <li>• Seregno</li> <li>• Pioltello</li> <li>• Milano Rogoredo</li> <li>• Milano S. Cristoforo</li> </ul>
<b>Venice</b>	<ul style="list-style-type: none"> <li>• Mira Mirano</li> <li>• Mogliano</li> <li>• Venezia Carpenedo</li> <li>• Maerne Di M.</li> </ul>
<b>Genoa</b>	<ul style="list-style-type: none"> <li>• Genova Voltri</li> <li>• Genova Nervi</li> <li>• Mignanego</li> <li>• Genova Campasso</li> <li>• Bivio/PC Bersaglio</li> <li>• Genova Rivarolo</li> <li>• Genova Borzoli</li> </ul>
<b>Bologna</b>	<ul style="list-style-type: none"> <li>• S. Pietro In Casale</li> <li>• PM Lavino</li> <li>• PM Tavernelle</li> <li>• Porretta</li> <li>• Bologna S. Ruffillo</li> <li>• PM Mirandola</li> </ul>
<b>Florence</b>	<ul style="list-style-type: none"> <li>• Firenze Cascine</li> <li>• Firenze Castello</li> <li>• Firenze San Marco Vecchio</li> <li>• Firenze Rovezzano</li> </ul>
<b>Rome</b>	<ul style="list-style-type: none"> <li>• Maccarese</li> <li>• Settebagni</li> <li>• Fara Sabina</li> <li>• Guidonia</li> <li>• Roma Prenestina</li> <li>• Torricola</li> <li>• Cesano</li> <li>• Ciampino</li> </ul>
<b>Naples</b>	<ul style="list-style-type: none"> <li>• Frattamaggiore</li> <li>• Pozzuoli S.</li> <li>• Acerra</li> </ul>

	<ul style="list-style-type: none"> <li>• Portici</li> <li>• Dev. Est. Napoli Centrale</li> </ul>
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For the purpose of distinguishing within the Regional node sub-segment, between Hub Node and Ring Node, Table 5.11 shows the Hub stations.

**Table 5.11 – Hub stations**

HUB stations
Bologna Centrale
Firenze Santa Maria Novella
Genova Piazza Principe
Milano Centrale
Milano Porta Garibaldi
Milano Porta Garibaldi Sotterranea
Napoli Centrale
Roma Termini
Torino Porta Nuova
Venezia S. Lucia

#### 5.3.2.4 Border sections and connecting stations with Foreign Networks

The charges due for the Border Sections with Foreign Networks, which are subject to dedicated agreements with the rail operators of the bordering countries, are calculated as the sum of two components:

- Access charge to network connecting stations: only for trains originating from or ending in the network connection stations, without using the remaining network of the IM. The relevant fee is shown in Table 6.12;
- Usage charge, multiplied by the number of km travelled on the border section. The relevant fee is shown in Table 6.12.

**Table 5.12 – Charges for Border Sections with Foreign Networks**

Foreign Network Connecting Station	Access charge (€/train)	Sections between the connecting stations and the border	Section (km)	Usage charge (€/km)
Ventimiglia	5.00	Ventimiglia – Border	7.287	1.00
Domodossola	5.00	Domodossola - Iselle	18.799	1.00
Luino	5.00	Luino – Border	14.857	1.00
Brenner	5.00	The border passes through the station	-	1.00
Tarvisio Boscoverde	5.00	Tarvisio – Border	5.460	1.00
Villa Opicina	5.00	Villa Opicina – Border	3.978	1.00
San Candido	5,00	San Candido – Border	8.059	1.00

#### 5.3.2.5 Connecting Stations with the Regional Networks [ex 6.3.1.5]

In the connecting Stations with the Regional Networks, as defined in paragraph 3.2.3, where the RU uses the capacity without, however, purchasing a path, the latter is required to pay to the IM a charge of **5.32 €/train**.

## 5.4 ADDITIONAL SERVICES

Having regard to the services in paragraph 5.1, letter c), RFI (in the capacity of Service Operator), shall provide the following services – where available – according to the rules and procedures as follows.

Unless otherwise specified, the perimeter and characteristics of the facilities at which RFI provides the services herein are shown in section 7, while the procedures and timelines for the requests are shown in paragraphs 4.5.1, 4.5.3.1 and 4.5.3.2.

### 5.4.1 Traction current (updated in December 2021)

#### Description of service

The service consists in supplying electricity for rolling stock traction purposes, in respect of both 25Kv and 3kV powered grids

#### Location of service

The electrified lines are indicated in the ePIR portal.

RFI shall associate the use of the traction current to all the train paths requested by the RU, within the electrified rail infrastructure, except if the RU specifically notifies that it intends to use other types of traction power.

#### Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

Each Railway Undertaking that intends to adhere to the power reporting activity using a Real Energy Meter system must be equipped with On-board Energy Meters that comply with the provisions of European Standard EN 50463:2017 and are capable of communicating with the trackside DCS. Moreover, action must be taken by the RU to adapt the flow of composition data transmitted to RFI with the information of the Locomotive Code, in the absence of which the consumption information transmitted by the On-board Meter would not be usable.

In this regard it will be necessary to present the certificate of conformity to Standard EN 50463:2017 issued by the manufacturer of the meter, both at the time of commissioning the same and also subsequently during the phases of maintenance occurring as a result of failure or malfunctioning.

After having acquired the specified equipment necessary for correct communication with the DCS of RFI each company that communicates, at any time during the working timetable, that it intends to adhere to the reporting of energy consumption by means of the Real Energy Meter, for all or a part of its fleet of rolling stock, will establish an agreement with RFI concerning a pre-operational period during which the correct transmission and reception of the data necessary for the reporting process may be tested.

In order to correctly identify the train subject to energy consumption reporting by means of the Real Energy Meter on board the train it is necessary to integrate the flow of composition data currently provided by the RUs with the information, currently not provided by the same, of the locomotive code associated with each individual transport operation. This information will make it possible to unambiguously determine the correct train/energy consumption association detected by each meter and to proceed with the subsequent reporting and billing of energy to the RU which owns the system.

#### 5.4.1.1 Tariffs

The charge for the supply of traction electricity is calculated, consistently with the applicable regulations, based on the following formula:

$$C \text{ TRAC. ELECTR.} = C \text{ INDIRECT UNIT} * \Sigma (\text{electric trkm}) + C \text{ ENERGY UNIT} * \Sigma (\text{Kwh})$$

Where *C INDIRECT UNIT* is the unit price covering the indirect costs of the electricity supply and *C ENERGY UNIT* is the unit cost of the electricity, differentiated by 3Kv and 25Kv grid.

Electricity consumption (KWh) are defined through:

- the use of the Real Meter (RM), for all rolling stock equipped with a Real Meter, compliant with standard N50463:2017, and connected to RFI's DCS;
- the use of the so-called Virtual Metering system (VM), for all other rolling stock.

In accordance with the provisions of Regulation (EU) no. 1301/2014, as amended by Implementing Regulation (EU) 2018/868 and Implementing Regulation (EU) 2019/776, RFI has taken steps to implement, downstream of the definition of the technical specifications for interoperability, a DCS aimed at the correct collection of the



information coming from the Real Meters, in compliance with the standard N50463:2017, installed on board the rolling stock of Railway Undertakings. This system will be interfaced with the ISP system in which the Undertakings will be able to view the reported consumption data. It will thus be possible, for each train/day, to be informed of the real amount of energy used in each transport operation on the Origin-Destination route that will be subject to Reporting and Invoicing.

In order to allow consumption data from the Real Meter to be correctly managed by the IM, each RU must ensure that:

- data are sent via a mobile connection (at least 4G)
- geolocation of the on-board equipment by GPS system
- the transmission of data according to the standard format defined in the Regulations, via HTTPS protocol, to the endpoint appropriately exposed on the collection system, at a frequency of every 5'

If the Real Metering System on board the train does not guarantee the transmission of data due to the malfunction of one of its components, consumption will be determined using the Virtual Meter.

The Virtual Metering is based on an algorithm that calculates the energy absorbed by the train, on a certain path, based on the variations in the train's characteristics. The algorithm on which the VM is based encompasses the main characteristics that affect the energy absorbed by a train, such as:

- the characteristics of the horizontal and vertical alignment of the train path;
- characteristic traction curve, resistance curve, deceleration curve under braking (functions of the braked weight percentage of the train), mass of the train;
- conventional absorption for auxiliaries on board the train;
- speed limits on the line (hour file) of the train on a specific stretch;
- number of stops that the train is required to make;
- type of grid (25Kv or 3Kv).

The virtual metering system is a tool capable of calculating the energy absorbed at the level of the rim (of the wheel) as well as the travel time on a certain path as the characteristics of the train change.

The equation on which the model is based is typically adopted in the transportation sector:

$$F_{traz.} - F_{Resist.} = m_{eq.} \frac{dv}{dt}$$

Where:

$F_{traz.}$  is the active force provided by the electric-powered engines

$F_{res.}$  is the passive resistance encountered by the vehicle during motion

$m_{eq.}$  is the equivalent mass of the vehicle

$dv/dt$  is the acceleration of the vehicle, instant by instant

The motion resistant force is the result of three terms:

- a term relating to the slope  $R_{pendenza}$
- a term relating to the resistance in curves  $R_{curva}$
- a term relating to the resistance on straight sections of the line  $R_{davis}$

$$R_{pendenza} = M * 9.81 * \frac{Gradiente}{1000}$$

$$R_{curva} = M * \frac{Coeff}{raggio}$$

$$R_{Davis} = a + b * v + cv^2$$

Where:

- M is the total mass of the train (kg)

- Gradiente is the gradient (%)
- Radius is the radius of curvature (m)
- Coeff is the resistant force in curves (N m / kg)
- a, b and c are the Davis factors respectively in (N), (N s/m) and (N s<sup>2</sup>/m<sup>2</sup>), the factor c of the Davis equation is differentiated depending on whether the barycentre of the train is in a tunnel or in the open air
- v is the speed of the train (m/s)

The traction force net of the resistance force, multiplied by the speed calculated at the current step and for the simulation step (equal to 1 second) enables the necessary energy to be estimated.

RFI, within the 31 October of each year, publishes in the ePIR portal the best estimate of the energy unit charge, for both the 3Kv and 25Kv grids, for the purpose of concluding the access agreements. During the performance of the agreement RFI then notifies, on a quarterly basis from March, the updated energy costs based on which the quarterly adjustments will then be determined compared to the estimates referred to in the agreement.

The parties understand that the energy costs shall subsequently be adjusted based on the calculations to be made care of the “Cassa per I Servizi Energetici e Ambientali”, by virtue of the actual electricity prices.

For the purpose of defining the economic compensation to be included in the infrastructure Access Contract for the traction power service, RFI will use the Virtual Meter system. On the basis of what will be included in the above-mentioned contracts, the value of the monthly advance payment to be paid to RFI for the traction power service will be elaborated, i.e. equal to one twelfth of 80% of the total amount of the traction power service included in the contract.

#### **5.4.2 Pre-heating, climatisation and use of REC charging points for maintenance/cleaning of passenger trains and water supply to trains**

##### **Pre-heating and climatisation of passenger trains**

###### Description of service

This service consists in the supply of the electricity to the train systems, through REC charging points, for the climatisation of the rolling stock, for maintenance operations that can be carried out directly on the parking tracks and for the interior cleaning of the rolling stock.

###### Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- at least 1 track from among the rolling stock parking and goods storage areas;
- REC charging point;
- preparation of the electrical system for low tension electricity supply;
- lighting system of the common areas
- access to workers and vehicles

The functional installations for the use of REC columns by the OR are listed in the ePIR portal.

###### Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities, for non exclusive use, in accordance with the principles of fairness, transparency and non-discrimination.

IM and the RU and are required, each within their sphere of influence, to comply with the legislation on safety and environmental protection. The RU guarantees the correct use of the facilities made available.

###### Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

By entering into the access contract the RU holds RFI harmless from and against any liability arising from the improper use, or any use not according to the applicable safety requirements, of the REC charging points.

##### **Water supply**

###### Description of service

This service consists in providing the fixed facilities, for non exclusive use, for supplying water to the water systems on board the rolling stock.

Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- at least 1 track;
- preparation of the plumbing system and water supply;
- lighting system of the common areas;
- access to workers and vehicles.

The facilities used to supply water to the rolling stock are listed in the ePIR portal.

Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

The RU and IM are required each within their sphere of influence, to comply with all the applicable safety requirements and to guarantee the proper use of the services made available to it.

Procedure and timeline for requesting the service

Requests to join the commercial train kilometre offer must be submitted as described on the RFI website <https://www.rfi.it/it/Offerta/accesso-alla-rete/servizi.html>.

Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

By entering into the access contract the RU holds RFI harmless from and against any liability arising from the improper use, or any use not according to the applicable safety requirements, of the fixed water supply facilities.

**5.4.2.1 Tariffs (updated in December 2021)**

**Preheating, climatisation and use of REC charging points for maintenance/cleaning of passenger trains**

The charge due by RU to the IM for the preheating and climatisation service is calculated as the sum of the indirect cost and related power cost:

$$C_{PRE} = IND_{COST PRE} + CONS_{PRE} * COST_{ENERGY UNIT}$$

$$[€/PRE] = [€/PRE] + [KWh/PRE] * [€/KWh]$$

The power consumed in relation to each preheating and climatisation service (in KWh) is calculated as the power absorbed (in KW) times the number of hours required to provide the service rounded to the nearest unit.

$$CONS_{PRE} = POWER * N_{HOURS} = POWER * 1 h$$

The charge relating to each preheating and climatisation service, therefore, is given by the following formula:

$$C_{PRE} = IND_{PRE COST} + POWER * 1 h * COST_{ENERGY UNIT}$$

$$[€/PRE] = [€/PRE] + [KW] * [h/PRE] * [€/KWh]$$

Table 5.13 shows the necessary values for calculating consumption, broken down by type of trainset. Regarding the pricing of the unit cost of electricity, reference should be made to paragraph 5.4.1.1.

This service does not include access to the stopping service. The RU shall request this service, if necessary, according to the procedure in paragraph 7.3.5.

**Table 5.13 – Values for calculating the charge for preheating and climatization**

Type of trainset	ABSORBED POWER** (KW)
Light vehicles (type TAF, Rock, Minuetto, Jazz, Pop)	63.6

AGV 575	142,0
E464	169,6
ETR600/610	201,4
ETR1000	243,8
E414	275,6
ETR 500	307,4
ETR 675	127,2
ETR 700 E401 + carriages + SP Other trainsets*	169,6

\* Subject to the documents supplied by the RU, with regard to the absorbed power values measured for the trainsets used

\*\* The absorption values shown include a dispersion coefficient of 6%

### Water supply

The charges for this service are shown in Table 5.14, broken down by regional and long-distance (LD) trains.

The unit charge per trkm shall be applied if requested by the RU, which shall in any case request the water supply in the using the provided IT system to enable the accurate allocation of capacity at the facility. In the reporting of the service the unitary tr/km tariff will be applied to the commercial tr/km itemized and reported to the Companies for the month to which reference is made.

This service does not include access to the stopping service, which shall be requested by the RU, if necessary, according to the procedure in paragraph 7.3.5.

**Table 5.14 – Water supply prices**

Passenger segment	Unit price (€/supply operation)	Unit price (€- /commercial trkm)
Regional trains	3,33	0,0044
LD trains	13,31	0,0124

## 5.4.3 Monitoring trains carrying dangerous goods

### Description of service

This service consists in monitoring trains carrying dangerous goods, classified as such in the ePIR portal system. The service consists in coordinating and implementing any emergency plans that may be required for this purpose, also at the request of the RU.

### Procedure and timeline for requesting the service

When requesting freight paths, using the ASTRO-IF application or the ePIR portal system in the case of short-notice requests, the RU shall specify which paths are for the transport of dangerous goods.

### Formalisation

The making available of the facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

#### 5.4.3.1 Tariffs

The charge for this service is **0,153 €/km MP**.

#### 5.4.4 Services for exceptional transports

##### Description of service

The service consists in:

- scheduling exceptional transports and issuing the relevant operation authorisations;
- monitoring exceptional transports and, where necessary, providing a technical escort to the services with RFI personnel;
- any necessary operations for adjusting the infrastructure to enable the operation of special trains.

##### Procedure and timeline for requesting the service

If the RU intends to make an exceptional transport, in terms of its excess weight or loading gauge, compared to the network performance specifications specified in the ePIR portal, it must request from RFI an authorisation for exceptional transport.

The train path request, in connection with the exceptional transport, must be made downstream from the issue of the authorisation by RFI.

##### Rights and obligations of the IM and RU

The RU holding an authorisation for exceptional transport shall comply with the specification requirements/restrictions from the origin to the destination of the path concerned and abide by the applicable regulations and provisions.

##### Formalisation

The service is formalised by means of the issuing, by RFI, of an authorisation to the requesting RU, for making identical transports with origin/destination in intermediate stations located in the areas crossed by the authorised route.

##### 5.4.4.1 Tariffs (updated in December 2021)

The charges for this service are broken down by type of exceptional transport (TES/TEM, TE) and number of tr/km covered by the transport units, as shown in Table 5.15.

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

**Table 5.15 – Prices for services provided in connection with exceptional transports**

Exceptional transport	Path length	UNIT PRICE (€/Entitlement)
TES or TEM	$d \leq 50$ km	634,31
	$50 < d \leq 100$ km	803,46
	$200 < d \leq 400$ km	972,61
	$400 < d \leq 700$ km	1.141,76
	$700 < d \leq 1100$ km	1.310,91
	$1100 < d \leq 1600$ km	1.480,06
	$1100 < d \leq 1600$ km	1.649,21
	$1600 < d \leq 2200$ km	1.818,36

Exceptional transport	Path lenght	UNIT PRICE (€/Entitlement)
	2200 < d ≤ 3000 km	1.987,51
	d > 3000 km	2.156,66
TES + TE	d ≤ 50 km	813,63
	50 < d ≤ 100 km	982,78
	200 < d ≤ 400 km	1.151,93
	400 < d ≤ 700 km	1.321,08
	700 < d ≤ 1100 km	1.490,23
	1100 < d ≤ 1600 km	1.659,38
	1100 < d ≤ 1600 km	1.828,53
	1600 < d ≤ 2200 km	1.997,68
	2200 < d ≤ 3000 km	2.166,83
	d > 3000 km	813,63
	TES + TEM	d ≤ 50 km
50 < d ≤ 100 km		1.205,19
200 < d ≤ 400 km		1.458,92
400 < d ≤ 700 km		1.712,64
700 < d ≤ 1100 km		1.966,37
1100 < d ≤ 1600 km		2.220,09
1100 < d ≤ 1600 km		2.473,82
1600 < d ≤ 2200 km		2.727,54
2200 < d ≤ 3000 km		2.981,27
d > 3000 km		3.234,99
TE		256,17
NO-TE		179,32
Escort with RFI personnel (€/day of escort)		500,00

#### 5.4.5 Marshalling services (updated in December 2021)

The marshalling service shall be provided by RFI at the facilities at the facilities of Villa S. Giovanni and Messina.

##### 5.4.5.1 Tariffs

The rates for the service, based on the type of switching performed, are shown in Table 5.16.

**Table 5.16 – Shunting service prices**

Type of shunting/accessory activities		UNIT PRICE (€/Shunting)
A	Uncoupling of the locomotive	16.98
B	Coupling of the locomotive	16.98
C	Removal of rear-end signal	12.73
D	Application of rear-end signals	12.73
E	Removal/Addition of a wagon or groups of contiguous wagons	106.10
4	Terminalisation with decomposition/composition	530.48
3	Block-train terminalisation	371.34
G	Locomotive control	26.52
I	Particular decomposition/composition	431.06
1	Flat shunting	477.43

#### **5.4.6 Assistance to passengers with disabilities and with reduced mobility (PRM), in accordance with Regulation (EC) No. 1371/2007 and Regulation (EC) No. 782/2021**

##### Description of service

This service comprises the following, in respect of the facilities set out in the ePIR portal: PRM are received and assisted at the station by attendants and accompanied to their seat on the train, at the arrival station they are then helped to alight from the train and either accompanied to the station exit or to a corresponding train, also by providing wheelchairs for this purpose. Wheelchair users with disabilities, or persons with clear walking difficulties, are helped to get on/off the train, on request, by means of a wheelchair access lift.

RFI also provides the characteristics of accessibility for PRM, at its stations/stops, in its website.

##### Location of service

The service is provided at the facilities managed by the Sale Blu network, as shown in the RFI website or the ePIR portal. The latter also features the major investments made to upgrade them to the STI-PRM-2014 standard.

At stops and stations not comprised within the scope of the offer of services provided by RFI to assist PRM, in the case of stops/station declared as compliant with PRM TSI 2008 and 2014 and with reference to rolling stock of RUs also compliant with PRM TSI 2008 or 2014, the provision of assistance for access to and disembarking from trains is regulated on the basis of agreements subscribed by IMs and RUs pursuant to sub-sect. 4.4.3 of Regulation 1300/2014.

##### Procedure and timeline for requesting the service

The PRM assistance service must be booked in advance by the persons concerned from the RU or directly from the Sala Blu service of RFI, as specified in the relevant operational procedures and, in any case, consistently with the provisions set out in Regulation CE 1371/2007 and in Regulation CE 782/2021, and can be consulted at RFI's website, **[www.rfi.it>Stazioni>Accessibilità> Sale Blu stazioni](http://www.rfi.it>Stazioni>Accessibilità> Sale Blu stazioni)**

The RU must notify the booking received from the disabled person to RFI through the online system made available by RFI, following the applicable instructions. RFI shall then either provide confirmation or refuse and the reservation of the assistance service to PRM or the possible reason of the refusal.

Subject to the prior assessment of technical feasibility by the IM, the RU may also request the following services:

- the manning of a facility in connection with any significant events, in a predetermined time slot, where PRM may be assisted even without prior notice;
- ad hoc services at facilities not included in the Sale Blu network;
- the transfer of wheelchair access lifts between facilities, regardless of whether or not they are included in the said network;
- extra night services, during the closing hours of the Sale Blu, at the Sale Blu network facilities specifically indicated in the ePIR portal, with the use of wheelchair access lifts carried out by a single operator.

In the above cases, the first three services must be requested with at least 72 hours notice, while the night service must be requested at least 150 minutes notice.

#### Rights and obligations of the IM and RU

RFI is committed to attaining a level of customer satisfaction of at least 92%. The IM monitors this index on the basis of customer satisfaction surveys at the stations.

In the case of stations not included in the network shown in the ePIR portal, where PRM may access the trains directly, the RU may require the registration of the PRM in order to collect information on the suitability of the rolling stock to carry PRM.

The cancellation of any scheduled services for reasons attributable to the passenger or the RU, including the deterioration of the rolling stock, shall be notified by the RU to the competent Sala Blu within the following deadlines <sup>1</sup>:

- services requiring at least 12 hours' notice, within 150 minutes prior to the departure/arrival of the train;
- services requiring at least 1 hour's notice, within 60 minutes prior to the departure/arrival of the train.

Otherwise, the services shall be deemed to have been returned.

#### Formalisation

The RU, after concluding the access contract, may request RFI to provide the above services in accordance with the procedures referred to herein.

#### **5.4.6.1 Assistance to Disabled Persons and Persons with Reduced Mobility (PRM) for boarding and leaving the train at STI-PRM compliant stations and stops**

At stations and stops open to passenger service within the scope of the PRM TSIs (TSI 2008 and TSI 2014), the provision of assistance to Persons with Reduced Mobility (PRM) as defined in Regulation (EC) no. 1371/2007 and Regulation EC no. 782/2021, is ensured in accordance with the agreements between IM and RU for the provision and management of PRM boarding aids for access and disembarking, provision of assistance and alternative transport.

The RUs are responsible for informing users about changes in the conditions of accessibility to their rolling stock in accordance with the provisions of Measure 3 of TRA Resolution 106/2018.

#### **5.4.6.2 Tariffs**

The prices for the services provided to PRM provided by RFI at the circuit facilities given in the ePIR portal, with its own qualified personnel or outsourced staff, are shown in table 5.17. The relevant rates are determined by the IM, based on the criteria set out in paragraphs 9.6.1 and 9.6.2 of the Schedule to ART Resolution no. 70/2014, and paragraphs 6.3, 6.2.5 and 6.2.6 of the Schedule to ART Resolution no. 76/2014 and ART Resolution no. 80/2015.

#### **Table 5.17 – Assistance to disabled Persons and Persons with Reduced Mobility – Classification of yards and prices**

<sup>1</sup> The notice required for the services is shown in the ePIR portal and the website of RFI at [Accessibilità stazioni>Il servizio di assistenza e le SALE BLU](#).



Prices for assistance services to PRM			
Type of station	Ancillary devices	Time slot (*)	Unit price (€/operation)
MASTER STATIONS (**)	w wheelchair access lift	6.00-22.00	11.00
		22.01-5.59	16.00
	w/o wheelchair access lift	6.00-22.00	3.00
		22.01-5.59	5.00
OTHER STATIONS	w wheelchair access lift	6.00-22.00	17.00
		22.01-5.59	26.00
	w/o wheelchair access lift	6.00-22.00	5.00
		22.01-5.59	8.00

(\*) The service start date precedes the scheduled departure/arrival of the train by 30 minutes.

(\*\*) Sale Blu are present at Master Stations

Regarding assistance for groups of travellers with disabilities (comprising between 3 and 10 PRM, with a single service booking), the price is calculated by applying the full rate for the first two services and a 50% reduced rate for the following services. The full rate is applied to the first two services with the wheelchair access lift, if provided.

The relevant rates for any further services provided to PRM, as per paragraph 5.4.6, are shown in Table 5.18, which, in accordance with the applicable regulations, also cover the costs incurred by the IM for their delivery.

**Table 5.18 - Assistance provided to disabled persons and persons with reduced mobility – occasional and extraordinary services**

Prices for PRM assistance services		
Type of service	Rate	
Staff at facilities	€ 27.00/hour	
Ad hoc services	see table 5.17	
Transfer of wheelchair access lifts	distance ≤50 km	€ 250.00
	distance 50 km < d ≤ 100 km	€ 300.00
	distance > 100 km	€ 400.00
Extraordinary night services (during the Sale Blu waiting room closing hours)	€ 150.00	

#### 5.4.7 Parking (updated in December 2021)

##### Description of service

This service consists in powering the train systems, by means of a contact pantograph, for a period of time of 1 and a half or more hours (1 h 30 min), featuring the activation of the “parking” mode.

##### Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- at least 1 track from among the rolling stock parking and goods storage areas;
- electricity supply;

- lighting system of the common areas
- access to workers

#### Location of service

RFI offers the service at all the facilities where parking is permitted (according to the procedure in paragraph 7.3.5) equipped with an overhead contact line, except for facilities concerned by scheduled maintenance activities or subject to environmental and/or technical limitations.

#### Rights and obligations of the IM and RU

The RU interested in this service must ensure that it will comply with the applicable technical and environmental regulations and standards, as provided in the operating procedures notified to the RUs by RFI (Direzione Tecnica, reg. no. DTC\AO011|P\2016|0000985) supplying the requisite documents to RFI. RFI shall then reserve the right to notify to the RU any temporary suspensions or interruptions of the service due to intervening maintenance requirements and/or accidental events (e.g., the interruption of the power supply to the overhead contact line) or the need to verify compliance with the applicable environmental regulations.

#### Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

### 5.4.7.1 Tariffs (updated in December 2021)

The charge due by the RU to the IM for each parking operation is calculated as the sum of the indirect cost and related power cost:

$$C_{PARKING} = IND_{PARKING} COST + CONS_{PARKING} * COST_{ENERGY UNIT}$$

$$[€/parking] = [€/parking] + [KWh/parking] * [€/KWh]$$

Electrical consumptions (kWh) related to the single parking are:

- defined by using the Real Meter (MR), for all rolling stock equipped with a Real Meter, compliant with the EN50463:2017 standard, and connected to the RFI DCS;
- obtainable from the product of the absorbed power (in KW) by the number of stationing hours in the parking, rounded to the unit.

$$CONS_{PARKING} = POWER * N_{hours}$$

In both cases the considered electrical consumptions are net of the consumptions absorbed in the 90-minute of excess.

Therefore, the charge for each parking service, in absence of the Real Meter, is given by the following formula:

$$C_{PARKING} = IND_{PARKING} COST + POWER * N_{HOURS} * COST_{ENERGY UNIT}$$

$$[€/parking] = [€/parking] + [KW] * [h/parking] * [€/KWh]$$

Table 5.19 shows the necessary values for calculating consumption, broken down by type of trainset. For pricing the the unit cost of electricity reference should be made to paragraph 5.4.1.1.

The fee for each parking based on the electrical consumption measured by the Real Meter for trains equipped with meter is given by the following formula:

$$C_{PARKING} = IND_{PARKING} COST + RM CONSUMPTION * COST_{ENERGY UNIT}$$

$$[€/parking] = [€/parking] + [KW] * [h/parking] * [€/KWh]$$

This service does not include access to the stopping service, which shall be requested by the RU according to the procedure in paragraph 7.3.5.

**Table 5.19 – Values for calculating the parking charges**

Type of trainset	ABSORBED POWER** (KW)
Light trains (type TAF, Minuetto, Jazz)	63,6
AGV 575	142,0
E464	169,6
ETR 600/610	201,4
ETR 1000	243,8
E 414	275,6
ETR 500	307,4
ETR 675	127,2
ETR 700 E401 + carriages + SP Other formations*	169,6

\* The absorption values shown include a dispersion coefficient of 6%

\*\* Subject to the documents supplied by the RU, with regard to the absorbed power values measured in the Parking for the trainsets used

#### 5.4.8 Fast Track

##### Description of service

The service consists in making available an exclusive “fast track” gate for accessing platforms, in addition to the gates already used for ordinary security and ticket controls, with dedicated staff and utilities that are functional to the delivery of the service.

This service is only provided at stations with a paid area and gates for platform access, safeguarding the full functionality of the gates for passenger access to platforms.

##### Service features

The facilities providing fast-track platform access to trains, for the exclusive use of a Railway Undertaking, are shown in the ePIR portal.

##### Minimum allocation of the asset for service

The service provides for the provision of the following minimum facilities:

- dedicated staff for access controls
- preparation of the electrical system
- preparation of data transmission connection

##### Procedure and timeline for requesting the service

This service may be requested to RFI – Direzione Commerciale at any time. The RU shall indicate to and share with the IM, in connection with the request, or 30 days before, in the case any changes are needed during the working timetable period, the types of passengers authorised to use the platform access gates and the procedures for their identification.

Requests relating to the time slot after the one in effect, as well as requests made during the time slot must be received in the manner described on the RFI website <http://www.rfi.it/rfi/SERVIZI-E-MERCATO/Accesso-alla-rete/Richiesta-tracce-orario-e-servizi>.

##### Formalisation

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

### 5.4.8.1 Tariffs

The annual price charged to the RUs for the Fast Track service is **189.321,98 €/gate**.

## 5.5 ANCILLARY SERVICES

Having regard to the services in paragraph 5.1, letter d), RFI (in the capacity of Service Operator), at the request of the RU, may provide the services, according to the following rules:

### 5.5.1 Access to the GSM-R telecommunications network for ground-to-train communication services

#### Description of service

This service consists in access to the radio network for voice communications and data transmission, in connection with the train services, maintenance operations, operating management, activities at the freight and passenger stations and terminals, command and control of train services, diagnostic control and supervision of the rolling stock.

#### Location of service

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

#### Procedure and timeline for requesting the service

Requests for the service by the RUs must be made together with the train path requests, in connection with the conclusion of the first access contract, and are preliminary to the circulation of the trains on the national rail infrastructure.

Access to the GSM-R infrastructure is tacitly approved for the following access contracts.

#### Rights and obligations of the IM and RU

The service shall be regulated by article 6 of the Contract (cf. Annex 1 to Section 3) 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.

#### 5.5.1.1 Tariffs

The charges for this service are shown in Tables 5.20 – 5.24.

**Table 5.20 – 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	€ 7,30	€ 5,11	€ 2,92	€ 11,68	€ 0.00 (rates based on consumption)

**Table 5.21 –Consumption thresholds included in the monthly rates**

TRAFFIC PROFILES	Circulation traffic (Class 1)	Operating traffic (Class 2)	Office traffic (Class 3)	Test service Traffic (Class 4)
Minutes “roaming”/month	1500	1200	1000	2000
Minutes “non roaming”/month	400	400	400	400
SMS “roaming”/month	750	600	500	1000

SMS “non roaming”/month	250	250	250	500
Data traffic [GB] “roaming”/month (for data-enabled cards)	50	50	50	50

**Table 5.22 – 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 5.23 – 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 5.24 –SMS rates (based on the rates applied by the national operators)**

SMS Traffic	Received SMS	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

## 5.5.2 Provision of additional information

### Passenger announcements and Posters, visual traveller notices and warnings

#### 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:

- the further information set out in the Loudspeaker Announcement Manual (MAS – Manuale degli annunci sonori) and Visual Announcements Manual (MAV);
- information relating to the services provided by the RU.
- Traveller notices.

#### Location of service

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

#### Procedure and timeline for requesting 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 5.5.2.1.

#### 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 5.5.2.1, further access to the various modules of the information system (PIC WEB) and to the Hazards Database indicated in paragraph 5.3.1, 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;**
- RETE BLU.**

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**.

#### 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.

### **Notice boards**

### Description of the service

The service consists in making available notice boards, measuring 115 x 145.7 cm and presenting a visual area of 100 x 110 cm, to companies providing passenger transport services. The notice boards are installed by RFI personnel in station spaces identified jointly with the staff of the company in question. Each notice board is conceded to a single Railway Undertaking, which may independently post its announcements on the same. RFI staff will periodically monitor the content of the notice boards in order to guarantee their use solely for institutional communication purposes as provided for by Resolution 106/2018.

### Minimum service asset allocation

The service provides the following minimal facilities:

- Supply of notice boards measuring 115 x 145.7 cm and with a visual area of 100 x 110 cm
- Installation of notice boards
- Maintenance and the cleaning of notice boards

### How and when to request the service

The service must be requested by means of a certified e-mail message forwarded to: rfi-dce-dco@pec.rfi.it

#### 5.5.2.1 Tariffs (updated in December 2021)

##### **Passenger announcements, visual messages and traveller notices and Posters**

The charge for this service is **1,06€/per announcement and 16,65€/per poster**.

##### **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 5.25.

**Table 5.25 – Rates for supplementary information – Information services**

Information service	Information services included in the MAP for passenger services	Information services included in the MAP for freight services	UNIT RATE for any extra services requested (€/per service per month)
PICWEB ASTRO-RU	1 every 5 m trkm	1 every 3 m trkm	429,19
PICWEB RU – Timetabling GO	1 every 5 m trkm	1 every 3 m trkm	7,83
PICWEB RU – Real time	1 every 5 m trkm	1 every 3 m trkm	7,83
PICWEB RU – Real time "Traingraph"	1	1	365,39
PICWEB-RU – Output monitoring	1 every 10 m trkm	1 every 5 m trkm	30,67
PICWEB RU - Reporting	1 every 10 m trkm	1 every 5 m trkm	11,09
PIC RU – Operating management (Back-End)	1	1	95,33
PIC WEB OPE 7 profiles	1 every 5 m trkm	1 every 0.25 m trkm	26,10



Information service	Information services included in the MAP for passenger services	Information services included in the MAP for freight services	UNIT RATE for any extra services requested (€/per service per month)
<b>WEB SERVICE ARRIVALS-DEPARTURES</b>	1 every 5 m trkm	1 every 3 m trkm	3,55
<b>RETE BLU</b>	1 every 5 m trkm	--	16,46
<b>SAFETY DATABASE (BDS)</b>	1 every 5 m trkm	1 every 3 m trkm	78,20

The monthly rates for the PIC RU – Data posting (Back End) services and IeC Hub are shown in Table 5.26.

**Table 5.26 – Rates for supplementary information – Information services**

Information service System to System(*)	UNIT RATE (€/per service)
<b>PIC RU – Data posting (Back End)</b>	7.870,37/year
<b>IeC Hub - Up to 50 stations</b>	106,36 /year
<b>IeC Hub - Up to 51 to 320 stations</b>	336,80 / year
<b>IeC Hub – Over 321 stations</b>	1.032,55 / year

The fee for the **IeC Hub** service is differentiated according to the category of subscriber, for each of which the amount of available data is sized according to the number of stations involved. The annual fee will be paid with monthly payments. 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 OR, this document constitutes a formal commitment to implementation and subsequent payment of the fee.

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

**Notice boards**

The fee for the service is **€ 505.89/year** per notice board.

**5.6 PENALTIES AND INCENTIVES**

**5.6.1 Penalties for path changes requested by the RU**

RFI does not impose penalties on the RUs for requests for changes to the allocated path.

If the RU cancels the path following the formal rejection of the variation request referred to in paragraph 4.8.1, the allocated path will be considered cancelled due to the RU's responsibility, with the economic consequences referred to in paragraph 5.6.4.1. Rejection will always be motivated by the IM.

**5.6.2 Penalties due to the IM**

**5.6.2.1 Penalties for non-compliance with disclosure requirements/ IM responsibilities**

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 10 of paragraph 4.3.2 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 5.6.4.1.

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 10 of paragraph 4.3.2 above, the economic effects thereof shall be charged to the RU causing them.

#### 5.6.2.2 Penalties for delays caused by the Infrastructure Manager

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

##### For the passenger segment

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

##### For the freight segment

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

### 5.6.3 Penalties for the Applicant in the case of the failure to appoint a RU and/or the failure to enter into an access contract

#### 5.6.3.1 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

1. The Applicant (other than a RU) shall pay to the IM a sum equal to 50% of the charge for the paths made available and accepted, plus any energy costs, based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable, if:
  - a) the applicant (other than a RU) fails to appoint the RU to perform the transport services, within the deadline set out in paragraph 3.2.2.2;
  - b) the RU appointed by the Applicant (other than a RU) fails to enter into the access contract.
2. If the unused paths, as a result of the circumstances referred to in a) and b) (entirely or partially) concern:
  - sections of the infrastructure or time slots whose capacity has been declared to be limited or congested, pursuant to paragraph 2.7.2;

- sections of the HS/HC infrastructure;  
the rate for calculating the penalty in 1) above is 75%.
- 3. If the unused paths, as a result of the circumstances referred to in a) and b) above, are related to capacity requests submitted under a previous Framework Agreement for public transport services, the rate for calculating the penalty in 1) above is 45%.
- 4. If, as a result of the circumstances referred to in (a) and (b) above, the paths are subsequently allocated to another applicant, with the same characteristics the penalty payable by the defaulting Applicant (other than a RU) (in the circumstances referred to in 1, 2 and 3 above) is calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

#### 5.6.3.2 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.

In the event of paths that only partially concern limited capacity/congested sections or time slots of the infrastructure, within the meaning of paragraph 2.7.2, or sections of the HS/HC infrastructure, the RU shall be required to pay to the IM an amount equal to 75% of the access charge for the paths for which no contract has been entered into, plus any energy costs, calculated based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the case of non-contractualization of paths requested in accordance with a previous Framework Agreement on public transport services, the penalty is 45% of the fee regardless of the nature of the lines (limited capacity and not) affected by the termination, plus any energy costs, calculated based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the event the RU notifies a decision not to enter into a contract for access to the paths and at the same time requests new paths with the same characteristics as those cancelled, in terms of the line sections used and commercial times, but on different days and/or for different distances travelled, the IM shall apply a bonus on the penalty for the failure to conclude the contract by calculating the difference between the charges relating to the previous (surrendered) paths and the charges for the new path requests, both being valorised based on the operations carried out during the first 60 days (or 30 days in the above mentioned cases), to which the corresponding penalty percentage will be applied.

If the difference is positive, the RU shall pay the sum to the IM as a penalty for the failed conclusion of the contract, if, instead, the difference is zero or negative, the RU shall not be required to pay any penalty.

The details of the bonus, if any, are supplied to the RUs in the Reporting information system, downstream from the contract conclusion phase.

### 5.6.4 Penalties for the RU in the case of failure to utilise the allocated train paths

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

Save as detailed hereinafter, the RU shall be entitled to surrender or partially utilise one or more of the train paths allocated under the agreement.

If the RU, through its own fault, during the term of the contract, fails to utilise the paths for which it has concluded a contract, in whole or in part, the following rules shall apply:

- A) The formalisation of the surrender by the RU – through its own fault - of one or more of the train paths, including those only partially concerning limited capacity\congested sections or time slots of the infrastructure, within the meaning of paragraph 2.7.2, or sections of the HS/HC infrastructure, shall entail the payment by the RU of a penalty, calculated exclusively with regard to the sections concerned, as follows:
- 50% of the charge due for the unused path (minus any energy costs), if the surrender is notified up to 5 calendar days prior to the date of scheduled access; if the surrender is related to the entire operating timetable period, the RU shall pay to the IM the above mentioned penalty in the measure of the number of trains scheduled to run in the 60 days following the surrender;
- The penalty mentioned hereinabove shall be determined taking into account the number of trains scheduled to run in the 30 days after the surrender, if the unused paths are subsequently allocated to another RU with the same characteristics;
- 60% of the charge due for the unused paths (minus any energy costs), if the surrender is notified between 4 calendar days and until the time of departure of the train from its origin station.
- B) The formalisation of the (total or partial) surrender by the RU – through its own fault - of one or more of the train paths concerning lines/facilities not included among those classified as "limited capacity" or HS/HC:
- shall entail no financial consequences for the RU, if the surrender is formalised up to 5 calendar days prior to the date of scheduled access;
  - the payment by the RU to the IM of a sum equal to 30% of the charge due for the unused path (minus any energy costs), or a part thereof (depending on whether the surrender is total or partial in nature), in the case the surrender is formalised between 4 calendar days and the time of departure of the train from the origin station.
- C) If the RU fails to (entirely or partially) utilise the path in accordance with the schedule and fails to formalise its surrender thereof, the path shall be deemed to have been cancelled through the fault of the RU, which shall thus be obliged to pay the related charges - for the entire path or the cancelled section thereof - to the IM, minus any energy costs.
- D) In the case of the failed utilisation of the paths under the access contract concluded in connection with a previous Framework Agreement for public transport services, the penalty is 30%, regardless of when the surrender of the paths is formalised.

If the RU notifies the non-utilisation of a path and at the same time requests a new path with the same characteristics as those cancelled, in terms of the line sections used and commercial times, but on different days and/or for different distances travelled, the IM shall apply a bonus on the penalty for the failed path utilisation by calculating the difference between the charges relating to the previous non-utilised paths and the charges for the new path requests, both being valorised based on the operations carried out during the first 60 days (or 30 days in the above mentioned cases), to which the corresponding penalty percentage will be applied.

If the difference is positive, the RU shall pay the sum to the IM as a penalty for the failed path utilisation, if, instead, the difference is zero or negative, the RU shall not be required to pay any penalty.

The details of the bonus, if any, are supplied to the RUs in the Reporting information system.

P E R C E N T A G E C H A R G E S P A Y A B L E T O T H E I M			
	TRAIN PATHS	PATHS CONCERNED BY CONGESTED/LIMITED CAPACITY OR HS/HC	CONSISTENTLY WITH A PSO FRAMEWORK AGREEMENT

<b>FAILED DESIGNATION OF/ CONCLUSION OF CONTRACT WITH THE RU</b>	50% of the charge for the first 60 days	75% of the charge	45% of the charge
	<i>If the paths are reallocated on a later date, the penalty is calculated on 30 days</i>		
<b>FAILURE TO CONCLUDE A CONTRACT FOR THE PATHS</b>	50% of the charge for the first 60 days	75% of the charge	45% of the charge
	<i>If the paths are reallocated on a later date, the penalty is calculated on 30 days</i>		
<b>FAILURE TO USE THE PATHS</b>	<b>For cancellation within 5 days:</b>		30% of the charge
	0%	50% of the charge for the first 60 days	
		<i>If reallocated, on 30 days</i>	
	<b>In the case of cancellations between 4 days and the departure time:</b>		
	30% of the charge	60% of the charge	
<b>In the event of failure to cancel: 100% of the charge</b>			

If, for reasons attributable to the relevant RU, a train path is used by the RU for a period of at least three months 30% below the operating programme and this conflicts with one or more paths for which a new request has been received from another RU, the underutilised path shall be deemed to have reverted to the Manager.

#### 5.6.4.2 Exemptions with regard to the penalties referred to in 5.6.4.1

Upon entering into the access contract, an exemption shall be granted to the RU, related to the estimated value of the gross usage charge, not including the energy costs. If a RU concludes more than one contract, given the impossibility for a RU to enter into a contract for passenger and freight services, the exemption cannot be cumulated. This exemption shall not be subject to any adjustments, in connection with contract amendments.

The exemption cannot be cumulated. This exemption is not subject to adjustments for contract amendments.

Regarding freight transport services, the exemption is gradually determined as follows:

- 6% for access contracts of less than 2 million euros;
- 5% for access contracts of between 2 million and 10 million euros;
- 4% for access contracts in excess of 10 million euros.

In the case of short-to-long distance passenger services (including the HS/HC infrastructure services), the exemption is gradually determined as follows:

- 3% for access contracts of less than 6 million euros;
- 2% for access contracts of between 6 million and 100 million euros;
- 1% for access contracts in excess of 100 million euros.

The sums – if any – charged by the IM to the RU, under paragraph 5.6.4.1, 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.

### 5.6.5 Incentives and discounts on tolls

In order to incentivise the development of new rail services, new connections and promote the use of significantly under-utilised lines, the IM, pursuant to Article 18 paragraph 3 of Legislative Decree 112/2015 and Measure 34 of ART Resolution no. 96/2015, has provided for the publication of a “Promo” path catalogue.

The catalogue including the train paths for which a favourable tariff regime is to be adopted shall be published by RFI in accordance with the procedures and timescales set out in section 4.5.4 of the NS.

The tariffs for the Promo Catalogue are set out in section 5.3.2.2 of the NS.

### 5.6.6 Penalties for the RU for exceeding layover times at foreign network connection stations

If an RU engaged in freight transport accesses and exceeds, in the foreign network connection station, the scheduled layover time associated with the train timetable allocated to it, the RU will pay a penalty calculated on the basis of the excess layover time resulting from causes attributable to the RU itself (e.g. equipment failure, lack of staff, train formation, etc.) according to the following formula:

$$\text{Excess layover time } (T_{es}) = \text{Actual layover time due to RU} - \text{scheduled layover time}$$

given the actual layover time coinciding with the difference between the actual departure and arrival times.

In ePIR, the maximum time for transit operations (Tt) is defined for each network connection station in order to direct the facility's scheduling towards optimising capacity utilisation. Tab 5.28 sets out the Tt intervals for comparison with T<sub>es</sub> in order to calculate the amount of the penalty. This amount is determined by taking into account the value of €559 (equivalent to the average toll paid for international paths on the RFI network), the number of paths that could not be allocated due to the increased capacity occupation in the facility and a correction factor of 0.3; the resulting penalty may not, however, exceed the toll of the path on which the T<sub>es</sub> is calculated.

**Table 5.27 – Penalty calculation method**

T <sub>es</sub>	Penalty (€)
0 ÷ Tt	0,3*559
Tt ÷ 2Tt	0,3*2* 559
...	...
(n-1)Tt ÷ nTt	0,3*n*559

The penalty will also apply to RUs that do not carry out transport services on the railway infrastructure managed by RFI but only access the foreign network connection station. The amount of the penalty is calculated on the basis of the value of the train path purchased in Italy and referred to the origin/departure of the connected train, the number of train paths that cannot be allocated due to the increased occupation of capacity in the facility and a correction factor of 0.3; the resulting penalty may not, however, exceed the toll of the train path on which the T<sub>es</sub> is calculated.

As in the case of scheduling and rescheduling of the timetable, the RU requesting an international path under operational management must indicate, at the time of the request, the onward or outward journey associated with it, together with the facility commitment requirement.

## 5.7 PERFORMANCE SCHEME

Pursuant to Legislative Decree 112/15 (article 21) and consistently with the relevant Atto di Concessione (Concession Contract) (see DM 138T of 31 October 2000, article 3.1(f)), as well as with the TRA Resolutions 70/2014 (paragraph 7.6.1) and 76/2014 (paragraph 6.2.4), a performance quality incentive plan called Performance Scheme has been implemented, based on the delays recorded at the end of the journey by the trains running on the national rail network.

The IM or RU are accountable for the delays recorded by any train, even trains belonging to a different RU, for reasons within their control, and the penalties applied are calculated in accordance with Annex 5.C to this Section.

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 or freight train a conventional delay of 120 minutes is assumed, as detailed in Annex 5.C to this Section.

For penalty determination purposes, the value of each minute of delay is 1.00 (one) euro / minute, multiplied by several factors based on the following:

- type of service;
- type of network on which the delay is recorded;
- punctuality performances;
- delay measured at the commercial stops;
- train class;
- cancellations.

The delay in departure from the station of origin is valued consistently with the delays accruing during the trip, except as specified in paragraph 4.5.1.2.

The IM makes available to the RUs through:

- PICWEB-PENALTY REPORTING, all the necessary data regarding its performance within the Performance Scheme system.
- PICWEB-RU REAL TIME: the overall overview in real time of the operating context, essentially at the visibility of all the services running on the rail infrastructure of interest.

At the end of each financial year, the IM records for each RU:

- the amount of penalties payable/receivable by the IM itself related to the delays caused by the IM itself or by each RU on its trains;
- the amount of penalties payable/receivable in relation to the delays caused/sustained by each other RU.

## 5.8 CHANGES TO CHARGES

Refer to what is described in paragraph 5.2.

## 5.9 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 amounts regard:

- The Minimum Access Package, which is determined in accordance with the TRA Resolutions nos. 96/2015 and 75/2016 and subject to 1% increase for ANSFISA funding in accordance to article 15, c2(b) of Legislative Decree no.50 of 14 May 2019, net of energy consumption.
- The traction electricity supply: the rate for which is determined in accordance with article 29 of DL 91/2014 (converted into Law 116/2014) and implementing regulation, and taking into account the resolutions passed by the Italian Electricity, Gas and Water Markets Authority (AEEGSI) and any further applicable regulations.

The IM shall provide to the RU a quarterly report on the charges due for the Services other than those included in the Minimum Access Package, the rates for which are determined in accordance with the TRA Resolutions nos. 96/2015 and 80/2016.

The reporting process is described in the appendix to this section.

### Billing

The payments due to the IM shall be billed in accordance with the procedures and timelines as follows:

**a) Paths and minimum access package (including traction power)**

Billing shall be:

1. on a monthly basis – within the 30th of the relevant month -: an advance invoice for 85% of the average monthly value of the contracted paths, except for the invoice for January, which shall be issued together with the invoice for February. For the whole month of December the down payment shall be determined on the basis of the applicable contract until the timetable changeover. If a railway undertaking fails to operate services for three consecutive months or more, advance billing shall be suspended.
2. On a quarterly basis – within the 30th of the second month after the relevant quarter -: a balance invoice, for the amount resulting from the final amount minus the down payment.

**b) Guaranteed access facilities and related services, additional services (not including traction power) and ancillary services scheduled/provided**

The amounts due to the IM shall be billed on a quarterly basis, within the 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) Charge for the use of the Regional Network connecting stations**

In the presence of an infrastructure access contract, the related charges will be billed according to the same procedure as stated in point a)2 and, therefore, on a quarterly basis.

If, however, the contract only concerns the use of connecting service locations, the billing will be half-yearly.

**d) Charge for the use of border sections and Foreign Network connecting stations**

The related charges will be billed on a half-yearly basis within 30<sup>th</sup> of June and December, based on the scheduled traffic data.

If, instead, the railway undertaking chooses to pay the amounts due based on actual transport services, the billing shall also be half-yearly but a further balancing invoice will be issued, within 31 March of the following year, containing the difference between the estimated contract amount already paid and the actual circulation figures, as recorded.

**e) Penalties for the failure to conclude the access contract/utilise the paths and Performance Scheme**

The relevant amounts shall be notified to the RU, in connection with the fourth quarterly settlement referred to in a) 2.

If the estimated contract amount is below € 25,000.00, the payment will be made in deferred monthly instalments, based on the services actually provided by the IM. Therefore, IM shall issue an invoice by the 30th of the month after the month in which the services were provided.

**Payment**

The RU shall settle the invoices within the end of the second month after the month of issuance thereof.

In the event of any delay in the payments, default interest shall be payable by the RU to the IM, in pursuance of Article 5 of Legislative Decree 231/2002, as amended.

**5.10 MINIMUM QUALITY LEVEL GUARANTEE SYSTEM FOR THE SERVICES PROVIDED (MEASURE 4.2 DECISION ART NO. 130/2019)**

With reference to the Minimum Quality Level Guarantee System for the services provided in accordance with the provisions of measure 4.2 of ART Decision no. 130/2019, reference should be made to the Methodological Document on Annex 5D to this section and to the annex published annually on the ePIR portal for details of the indicators, parameters, objectives and penalties for each service.



As specified in the Methodological Document, it should be noted that the objectives relating to each year will be published by the end of May of the same year on the ePIR portal.

## **ANNEXES TO SECTION 5**

Following is a review of the processes and rules relating to the financial management of the contract:

**Part 5.A** – Access charge;

**Part 5.B** – Reporting;

**Part 5.C** – Performance Scheme: Penalty Calculation Method;

**Parte 5.D** - System For Guaranteeing Minimum Quality Levels Of The Services Provided, Methodological document for determining a system for guaranteeing minimum quality levels of the services provided and related penalties.

**ACCESS CHARGE:**

**1) Basic sections**

Each main section of the network has been broken down into basic sections.

**2) Group of basic sections**

For the purposes of determining the market segments, each basic section is univocally associated with the High Service Level Network, the Metropolitan Network or the remaining network.

**3) Time references on the basic sections of the train's route**

Use of a basic section begins from the departure or transit time from or through a certain location and ends at the departure or transit time from or through the next location (or the arrival time in that location, if it's the end of the service).

This generally entails the following:

For the purposes of defining the Freight market segments, the day slot is defined as the interval between 6.00 and 21.59, while the night slot runs from 22.00 to 5.59.

The time slot is assigned considering the time of entry into the basic section.

A border station of a node is considered to belong to the same node in the case of outbound trains, but not for inbound trains entering the same station.

**4) Commercial speed**

The commercial speed of a train means the Space/Time ratio inclusive of the stops between the train departure and arrival times. It refers to the entire route travelled by the train.

**5) Operating speed**

The operating speed of a train means the Space/Time ratio not including the stops. It refers to the entire route travelled by the train.

**6) Weight and type of traction of the train**

The real weight of the train, as stated by the owner RU, is assumed. If not included in the IM's train traffic systems, the planned weight is assumed, equal to the characteristic weight of the train path (limited load) plus the weight of the locomotive.

If the train formation changes during the use of the path, reference is made to the weighted average weight, as a function of the distances travelled with each formation.

In the case of non-conventional traction systems in the table showing the Types of Traction, for the determination of the T<sub>A3</sub> unit price, reference is made to "Diesel Traction".

**7) Approximations**

Tables 5.1 and 5.2 feature intervals each of which includes the lower limit and not the upper limit.

**8) Rounding**

Each amount is rounded to the eurocent for each train.

In tables 5.1, 5.2, 5.3, 5.8 the charges are rounded to the 3<sup>rd</sup> decimal, the reporting shall be made taking into account the 5<sup>th</sup> decimal, emerging in connection with the presentation of the MAP Charging System to the Transport Regulation Authority.

For the travel distance classification purposes (with reference to the NA.DA. Top and NA.DA. Base services), the distance travelled by each train is approximated to the 3<sup>rd</sup> decimal.

## 9) Market segments

Where an international passenger service is operated on lines featuring a speed in excess of 250 km/h, as shown in table 6.9, a Premium charge shall apply.

Where a regional commercial service is not a Universal Service it will be classified as Basic.

With regard to the segmentation of freight traffic relating to trains travelling on the Brenner-Verona line reference should be made to the annex "Modification of time slots for freight trains on the Brenner-Verona line for the purpose of market segmentation of freight trains for application of the B tariffs (consolidated document)."

Where the path of a service defined as "Regional PSO" starts or ends in one of the metropolitan network border stations, without however using any of the paths thereof, it will be classified as "No Node" or "No Node – Holy", depending on the day of the week.

Only public holidays in Italy are considered holidays for charging purposes, with regard to "Hub Node – Holy", "Ring Node – Holy" and "No Node – Holy".

International freight trains means trains numbered between 40000 and 49999 and freight trains with an origin or destination at a border facility.

## 10) Service day

A service day shall be unequivocally determined for each train corresponding to the date of departure of the train from the station of origin.

## **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 Resolution no. 75/2016.

The monthly reporting process provides that the IM interacts with the RUs to share the physical data on which the economic valorisation of the reported paths is based, through a daily assessment of the traffic systems.

### **Reporting of services other than those included in the MAP**

The reporting of the following facility services other than those included in the MAP:

- freight terminals;
- areas for train coupling/uncoupling operations, including shunting facilities;
- areas, facilities and buildings for parking and storage of rolling stock and freight;
- maintenance facilities, with the exception of heavy maintenance facilities dedicated to high-speed trains or to other types of rolling stock requiring specific facilities;
- train washing facilities;
- water supply;
- pre-heating, climatisation and use of REC charging points for passenger trains;
- parking
- Discharge of waste liquids with a mobile carriage

shall take place using the relevant information systems, which shall enable the management of the services at the facilities and their punctual recording.

To reconcile the use of areas, installations and buildings for stops, storage and storage of rolling stock and freight, see the specific Method Document published on the ePIR portal.

In the reconciliation phase, the RUs have the possibility to request data rectification through the systems, within a maximum of 30 days from the date of the scheduled service delivery.

Regarding the following services provided by RFI:

- passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations;
- access to the GSM-R telecommunications network for ground-to-train communication;

the economic evaluation of the above mentioned services provided by RFI is carried out according to the procedures set out in the relevant contracts, attached to the ePIR portal and, as regards the GSM-R service, and in annexes 1 and 2 to Section 5, as regards the passenger station service.

### **Verifications**

For each type of service for which the digitisation of the reporting activities is under way, RFI, during the working timetable period, shall in any case carry out ad hoc controls, whenever necessary; as well as special verifications in the service supply facilities other than those included in the MAP, aimed at conducting investigations into specific elements.

The said verifications may be carried out in the following cases, for example:

1. control of the facilities for which no services have been requested during the rescheduling phase or in connection with short-term requests;
2. further investigation of anomalous situations reported by the RFI personnel;
3. assessments made in the event of failure to respond by the RU to reports sent by RFI downstream from the ordinary management of the services;
4. verification of reports received by the RU of the failed delivery of the service for causes attributable to the responsibility of RFI (breakdowns at the facilities, maintenance operations); the report by the RU shall be made within 5 working days from the date of the event.

### **Schedule**

The physical and economic data relating to the reported paths and services, in a given month, are generally notified to the RU within the end of the calendar 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.

## 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 in the new procedure of "Attribution of causes of delay, punctuality determination and system performance" (ex COP 269/2010), notified to the RUs via the PICWEB system.

**Unitary Performance Scheme Penalty (uPRP):** the economic value within the meaning of Section 5 applied to each minute of PRD. In the case of delays from a foreign network, external causes and any operating inconveniences, no penalties shall apply to either the IM or the RU.

**PIC (Integrated Service Platform):** an IT system designed to support the management of train services, used by the IM to record the delays and delay deltas, and for allocating the reasons and, therefore, for managing the Performance Scheme.

**Punctuality (RU Standard):** punctuality is calculated as the ratio of the number of trains of the single RU arriving at the punctuality threshold (considering as arriving in time also those that arrive after the punctuality threshold for reasons that cannot be attributed to the RU owning the train) to the total number of trains operated by the specific RU.

**Punctuality threshold:** delay, in minutes, which varies according to type of traffic and manner of path purchase, defined in ch. 6.3.2 of the NS, for the paths purchased no later than 5 calendar days from the date of utilisation:

- 5' in the case of regional/metropolitan passenger trains;
- 5' for medium/long distance passenger trains;
- 30' for freight trains.

The above thresholds are extended to 60' for passenger trains and 120' for freight trains for the paths purchased at less than 5 calendar days from the date of utilization. The above thresholds do not determine the exclusion of the trains from the Performance Scheme system, but negatively affect the definition of the value of punctuality, as defined in the preceding point.

### 2. Elements of the delay cause attribution system

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 attributed 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 Procedure relating to the methods of attribution and validation of the causes of delay referred to in ePIR Portal.

### 3. Calculation method

For each single operated train the number of minutes subject to penalty per individual responsible subject is quantified as the multiplication of the delay valid for the purpose of the Performance Scheme (PS) accrued by the train along the path and the number of trains cancelled by the following factors:

- $C_t$ : is the coefficient that takes into account the type of line producing the delay delta, based on the classification shown in table 1;
- $C_{rit}$ : is the coefficient that takes into account:

- the delay accrued by the train in question for freight trains, according to the breakdown shown in **table 2a**;
- the mean and maximum delay recorded at arrival in the stations where the train operates a commercial service for passenger trains. The values are shown in **table 2b** for ordinary / extraordinary regional trains, and in **table 2c** for Market and Universal Service trains, both ordinary and extraordinary;
- **C<sub>s</sub>**: is the coefficient that takes into account the type of service, according to the breakdown shown in **table 3**.
- **C<sub>cat</sub>**: is the coefficient taking into account the class of the trains, as indicated in **table 4**.
- **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 5a**.
- **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) and 5c (freight trains).
- **P<sub>sop</sub>**: is the coefficient that takes into account, for each 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 6**.

### 3.1 Relations between the IM and RU

**The IM shall pay to the RU** that owns the train the penalties corresponding to the unitary Performance Scheme Penalty multiplied by the sum of the products of the justified delay deltas valid for the purpose of Performance Scheme accrued along the entire train journey, and caused by the IM, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

$$P_{F1} = P_u * \sum (M_{GI} * C_t * C_{cat} * C_{rit}) + P_s * \sum (S_{GI} * P_{sop} * C_{sop})$$

where:

$P_{F1}$  is the flow that the IM shall pay to the RU, and which must be calculated for each RU.

$P_u$  is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

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

$M_{GI}$  are the minutes attributed to the Infrastructure Manager.

$C_t, C_{cat}, C_{rit}$  e  $C_{sop}$  are the coefficient values as previously defined.

$S_{GI}$  is the number of trains concerned by a (full or partial) cancellation measure, for which the IM is responsible.

$P_{sop}$  is the ratio of the train\*km cancelled because of the IM and the value of the scheduled train\*km relating to the paths concerned by a partial or total cancellation.

**The RU owning the train shall pay to the IM** the penalties corresponding to the unitary Performance Scheme Penalty multiplied by the sum of the products of the justified delay valid for the purpose of the Performance Scheme (PS)-accrued along the entire train journey, and caused by the RU, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

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

where:

$P_{F2}$  is the flow that the RU shall pay to the IM, and which must be calculated for each RU

$P_u$  is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

$M_{IF}$  are the minutes attributed to the Railway Undertaking owning the train valid for the purpose of the Performance Scheme

$C_t, C_s, C_{cat}, C_{rit}$  and  $C_{sop}$  are the values of the coefficients as defined above

The annual economic flow between the IM and each RU shall not exceed 5% of the total access charge recorded during the year.

Without prejudice to the regulation of the Performance Scheme, for penalty calculation purposes, at the conclusion of the accounting process, two separate reports shall be prepared, one for IM-RU passengers and one for IM-RU freight.

For each of the two reports, if there is found to be a residual amount payable to the IM, 80% of this sum shall be redistributed to each RU of the sector in proportion to the commercial tr\*km developed over the reference year in punctuality (RU standard) by each RU.

The volumes of commercial tr\*km in punctuality shall be multiplied by the coefficient  $C_p$  calculated as the sum of the basic coefficient  $C_{Base}$  linked to the improvement in performance, compared to the previous year, in terms of tr\*km in punctuality, referred to the RU standard, according to the values shown in table 5a and by a corrective coefficient  $C_{correttivo}$  linked to the RU standard of punctuality in the year in question, according to the values shown in tables 5b, 5c (passenger trains) and 5d (freight trains).

The residual amount of the balance, if any, in favour of the IM, equal to 20% of the total amount, shall then be re-invested in services to the RU, such as, for example, station cleaning, enhancing the efficiency of the freight/passenger facilities, implementing/developing information services, passenger information, passenger waiting rooms.

Regarding the paths involved in maintenance operations, the days and paths interfering with the maintenance operations, and the ensuing increased travel time (in minutes), which shall entail no penalty for the IM, shall be defined and declared in the contract.



### 3.2 Relations between RUs

Finally, each RU shall pay to each other RU through the IM, the penalties corresponding to the sum of the value of the unitary Performance Scheme Penalty multiplied by the number of justified valid for the purpose of the Performance Scheme (PS) attributed to the responsibility of the RU itself suffered by the trains of the other RU, and by the number of cancelled trains due to the responsibility of the other RUs, by the values of the coefficients drawn from the respective tables, as defined in the following algorithm:

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

where:

$P_{F3}$  is the flow that the RU shall pay to the other RU, and which shall be calculated for each RU vis-à-vis each other RU

$P_u$  is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

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

$M_{AB}$  are the minutes attributed to the Undertaking A caused to trains belonging to the Undertaking B valid for the purpose of the Performance Scheme.

$S_{AB}$  is the number of trains of the RU B concerned by a (total or partial) cancellation measure, due to the responsibility of the RU A.

$C_t$ ,  $C_{cat}$ ,  $C_{rit}$  and  $C_{sop}$  are the values of the coefficients as defined above.

$P_{sop}$  is the ratio of the train\*km of the RU B cancelled due to the responsibility of the RU A to the value of the scheduled trains\*km relating to the paths concerned by a partial or total cancellation.

#### TABLES FOR DETERMINING THE VALUE OF THE COEFFICIENTS CONTAINED IN THE PENALTY CALCULATION ALGORITHM

**C<sub>t</sub>**: coefficient that takes into account the type of line producing the delay delta. The detailed lines/sections contained in each aggregate are made available via the ePIR portal.

Table 1 - C<sub>T</sub> (Section coefficient)

C <sub>T</sub> (Section coefficient)	
High speed network	2.5
Fast lines (DD)	2.5
National Centre-North corridors	1.0
Lines linking to European networks	1.5
National Centre-South corridors	1.0
Other lines	1.0
Nodes	2.5
Suppl. – Secondary network	0.5
Suppl. network – Freight routes	0.5

**C<sub>rit</sub>**: coefficient that takes into account:

the delay accrued by the train in question for freight trains;

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

Table 2a - C<sub>rit</sub> (Ordinary / Extraordinary Freight Trains)

Delay to destination	C <sub>rit</sub>
≤ 5'	0.25
≤ 15'	0.25
≤ 30'	0.50
< 60'	1.00
< 120'	1.25

< 180'	1.50
≥ 180'	2.00

Table 2b - C<sub>rit</sub> (Ordinary / Extraordinary Regional Trains)

Average delay (at stations with passenger services)	Maximum delay (at stations with passenger services)						
	REG	≤ 5'	≤ 15'	≤ 30'	< 60'	< 120'	≥ 120'
≤ 5'	0.25	0.50	0.75	1.00	1.25	1.50	
≤ 15'	-	1.00	1.25	1.50	2.00	2.50	
≤ 30'	-	-	1.50	1.75	2.25	2.75	
< 60'	-	-	-	2.00	2.50	3.00	
< 120'	-	-	-	-	3.00	3.50	
≥ 120'	-	-	-	-	-	4.00	

Table 2c - C<sub>rit</sub> (Market / Universal Service Trains, ordinary and extraordinary)

Average delay (at stations with passenger services)	Maximum delay (at stations with passenger services)						
	Mercato/S.U.	≤ 5'	≤ 15'	≤ 30'	< 60'	< 120'	≥ 120'
≤ 5'	0.25	0.25	0.50	1.00	1.50	2.00	
≤ 15'	-	0.50	0.75	1.25	1.75	2.25	
≤ 30'	-	-	1.25	1.50	2.00	2.50	
< 60'	-	-	-	2.00	2.50	3.00	
< 120'	-	-	-	-	3.00	3.50	
≥ 120'	-	-	-	-	-	4.00	

Table 2d - C<sub>rit</sub> (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 3 - C<sub>s</sub> (Service coefficient)

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

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

Table 4 -  $C_{cat}$  (Class coefficient)

<b>Ccat (Class coefficient)</b>	
Timetable scheduled trains	1.00
Train services operated at short notice	0.50
Other types of scheduled operations (sending, empty rolling stock, isolated locomotives, military trains) provided at short notice	0.25

$C_p$ : coefficient resulting from the sum of  $C_{Base}$  +  $C_{Correttiv}$

Table 5a -  $C_{Base}$

<b><math>C_{base}</math></b>	
Var < 0%	1.00
0% < Var ≤ 10%	1.05
10% < Var ≤ 20%	1.10
20% < Var ≤ 30%	1.15
30% < Var ≤ 40%	1.20
40% < Var ≤ 50%	1.25
50% < Var ≤ 100%	1.30
Var > 100%	1.40

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

Table 5b -  $C_{correttivo}$  for passenger regional trains

<b><math>C_{correttivo}</math> for passenger regional trains</b>	
Punt. IF < 82.5%	-0,2
82,5% ≤ Punt. IF < 85%	-0,15
85% ≤ Punt. IF < 87,5%	-0,1
87,5% ≤ Punt. IF < 90%	-0,05
90% ≤ RU Punct. < 92%	0
92% ≤ RU Punct. < 93%	0.05
93% ≤ RU Punct. < 94%	0.10
94% ≤ RU Punct. < 95%	0.15
95% ≤ RU Punct. ≤ 96%	0.20
96% ≤ RU Punct. < 97%	0.25
97% ≤ RU Punct. ≤ 98%	0.30
98% ≤ RU Punct. < 99%	0.35
99% ≤ RU Punct. ≤ 100%	0.40

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

Table 5c -  $C_{Correttivo}$  for passenger long haul trains

<b>C<sub>Correttivo</sub> for passenger long haul trains</b>	
RU Punt. < 72.5%	-0,2
72,5% ≤ RU Punt. < 75%	-0,15
75% ≤ RU Punt. < 77,5%	-0,1
77,5% ≤ RU Punt. < 80%	-0,05
80% ≤ RU Punt. < 84%	0
84% ≤ RU Punt. < 86%	0,05
86% ≤ RU Punt. < 88%	0,10
88% ≤ RU Punt. < 90%	0,15
90% ≤ RU Punt. ≤ 92%	0,20
92% ≤ RU Punt. < 94%	0,25
94% ≤ RU Punt. ≤ 96%	0,30
96% ≤ RU Punt. < 98%	0,35
98% ≤ RU Punt. ≤ 100%	0,40

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

Table 5d - C<sub>Correttivo</sub> for freight trains

<b>C<sub>Correttivo</sub> for freight trains</b>	
RU Punct. < 80%	-
80% ≤ RU Punct. < 82.5%	0.05
82.5% ≤ RU Punct. < 85%	0.10
85% ≤ RU Punct. < 87.5%	0.15
87.5% ≤ RU Punct. ≤ 90%	0.20
90% ≤ RU Punct. < 92.5%	0.25
92.5% ≤ RU Punct. ≤ 95%	0.30
95% ≤ RU Punct. < 97.5%	0.35
97.5% ≤ RU Punct. ≤ 100%	0.40

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

Table 6: C<sub>Sop</sub> (Coefficient of cancellation)

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

**SYSTEM FOR GUARANTEEING MINIMUM QUALITY LEVELS OF THE SERVICES PROVIDED**

**Methodological document for determining a system for guaranteeing minimum quality levels of the services provided and related penalties.**

**Chapter 1  
INTRODUCTION**

In this report, Rete Ferroviaria Italiana ("RFI" or the "Operator") presents the "System for Guaranteeing Minimum Service Quality Levels and related penalties", drawn up following the Authority's issuance of Resolution no. 130/2019 - Conclusion of the procedure initiated with Resolution no. 98/2018 "Measures concerning access to service facilities and railway services" and subsequently supplemented with Resolution no. 187/2020 - Indications and prescriptions relating to the "Network Information Prospectus 2022". In particular, measure 4.2 of the aforementioned Resolution no. 130/2019 establishes that the operators of the service facilities *must adopt, within 180 days from the date of publication of the regulatory act (30 September 2019), a system for guaranteeing the minimum quality levels of the services provided, as well as a level of penalties correlated and proportionate to the consideration for the services sold.* These terms are to be considered amended pursuant to ART Resolution no. 100/2020. In compliance with the provisions of measure 5.6. of Annex A of ART Resolution no. 187/2020, this document includes the minimum quality levels of the *parking services, water supply, washing stalls, fixed waste disposal system, pre-heating/air conditioning and REC.* The "Control of the Circulation of Dangerous Goods" service is excluded from the guarantee system, as the operator complies with technical and safety regulations when providing this service, and therefore there are no prerequisites for determining any minimum quality levels to be offered.

**Chapter 2  
DESCRIPTION OF THE SYSTEM FOR GUARANTEEING MINIMUM QUALITY LEVELS BY TYPE OF SERVICE AND RELATED PENALTIES**

**Passenger Stations**

The service consists in providing Railway Companies with station areas relating to self-service ticketing machines (BSS), mobile information desks and ticket stamping machines as well as technical areas and station areas relating to non-automatic ticketing machines and reception and assistance services.

To assess the quality of the service, a specific indicator has been identified, calculated ad hoc from the customer satisfaction results collected in the field by the RFI Market Observatory through monthly interviews with passengers on the quality of the stations conducted by certified market research companies selected through a European tender.

The indicator, called "Ticket/desk area", is calculated as the weighted average of the indicators measured in the field relating to *Cleanliness, Maintenance and decorum, Lighting, Routes inside the station* in terms of the percentage of people satisfied (i.e. people who have given a score from 6 to 9 on a scale of 1 to 9).

The weighting system used for the weighted average is calculated using a mathematical linear regression model applied to customer satisfaction data.

The annual target adds 2% to the perceived quality target defined in the RFI Service Charter as a further commitment to improve the quality offered.

The penalty for each Railway Undertaking will be based on the percentage of satisfied passengers in the perimeter of stations where the individual Railway Undertaking operates its service.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below. With regard to the Passenger Stations service, the Public Information indicator, referred to in measure 11.3 of Resolution ART no. 130/2019, is already included in the Infrastructure Use Contract, with which RFI guarantees the achievement of the KPIs for the service offered, a service included in the PMdA and therefore not remunerated by a separate fee on which to define a related penalty system.

Quality indicator	Parameter	Annual target*	Publication frequency
Perceived quality of ticket/desk area	% of people satisfied ( <i>who gave a score of 6 to 9</i> )	Minimum 92%	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of annual fee per RU (if % satisfied per RU is ≥87% and &lt;92%)</li> <li>5% of annual fee per RU (if % satisfied per RU is ≥82% and &lt;87%)</li> <li>10% of annual fee per RU (if % satisfied per RU is &lt;82%)</li> </ul>	Tariff per €/sqm per year for Passenger Stations (HS Circuit, Gold/Platinum, Silver, Bronze)

### Clearing the infrastructure with equipped breakdown wagons

The service consists in providing equipped breakdown wagons to clear the railway line in the event of a train being out of service.

The quality indicator identified refers to the availability of the service, assessed on the basis of the time required for its activation from the moment it is formally requested by the Railway Undertaking.

The target was determined by taking as a reference the timeframe contracted with the company providing the service on behalf of RFI, differentiating according to whether the event occurred during the opening/closing hours of the maintenance workshop, whether it involved a diesel locomotive or a deferred intervention. The penalty for each Railway Undertaking will be based on the delay on departure of the breakdown wagon from the relevant installation.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Service availability	Service activation time from the formal rescue request by the RU	<ul style="list-style-type: none"> <li>Breakdown wagon ready to leave within 30' from the formal request (if during workshop opening hours), within 70' (if outside workshop opening hours);</li> <li>For diesel locomotives: breakdown wagon ready to start within 75' from formal request (if within workshop opening hours), within 115' (if outside workshop opening hours);</li> <li>Breakdown wagon ready to start at time specified by RFI in case of delayed intervention</li> </ul>	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>2% of the cost of the intervention, for delays on departure of between 1' and 15';</li> <li>5% of the cost of the intervention, for delays on departure of between 16' and 60';</li> <li>15% of the cost of the intervention, for delays on departure from the reference installation of between 61' and 120';</li> <li>for each additional interval of 30' of delay in departure from the reference installation the amount of the penalty shall be increased by 5% until it reaches 100% of the cost of the intervention.</li> </ul>	<p>The overall tariff covers the following cost items:</p> <ul style="list-style-type: none"> <li>Path charge for the clearing vehicle</li> <li>Electric traction power/diesel cost</li> <li>Cost of second train operator's services (€/h)</li> <li>Cost of rescue team operators (€/hour/operator)</li> </ul>

### Traction power supply

The service consists of the supply of electricity for the traction of rolling stock, both on the 25kV and 3kV networks.

The quality indicator identified refers to the limitation of traffic abnormalities caused by faults in the electrical substation due to RFI. In assessing the achievement of the target, the total number of trains per year affected by abnormalities due to electrical substation failures caused by RFI shall be taken into account for each RU; the penalty shall be charged to RFI if the annual average of the monthly measurements of the number of abnormalities exceeds the target. For abnormalities originating in the commuter time slots as defined in paragraph 4.4.5.2 of the NS (06.00-09.00 and 17.00-20.00), the penalty shall be increased by 50%, in accordance with the priority criteria used in the allocation and management of train timetables.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Traffic disruption limitation	No. of traffic abnormalities due to RFI electrical substation failures	Maximum 24 abnormalities per month (annual average)	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>• 1% of the traction power supply charge for the trains of the individual RU affected by abnormalities (up to 30 abnormalities per month -yearly average-)</li> <li>• 1.5% of the traction power supply charge for the trains of the individual RU affected by abnormalities (up to 30 abnormalities per month -yearly average-) - in the event of abnormalities originating in the commuter time slot (06.00-09.00 and 17.00-20.00)</li> <li>• 5% of the traction power supply charge for the trains of the individual RU affected by abnormalities (from 31 to 40 abnormalities per month -yearly average-)</li> <li>• 7.5% of the traction power supply charge for the trains of the individual RU affected by abnormalities (from 31 to 40 abnormalities per month - annual average -) for abnormalities originating in the commuter time slot (06.00-09.00 and 17.00-20.00)</li> <li>• 10% of the traction power supply charge for the trains of the individual RU affected by abnormalities (over 41 abnormalities per month -yearly average-)</li> <li>• 15% of the traction power supply charge for the trains of the individual RU affected by abnormalities (over 41 abnormalities per month - annual average -) for abnormalities originating in the commuter time slot (06.00-09.00 and 17.00-20.00)</li> </ul>	<p>The tariff covers a share of indirect costs and a share of costs per KWh</p>

**Special train traffic assistance**

The service consists in drawing up the forwarding schedule for trains carrying out exceptional transport and in issuing the authorisation for the circulation of such transport; in monitoring the circulation of the transport and, where required, in providing a technical escort for the train with RFI personnel, in the operations, if necessary, to adapt the infrastructure to allow the circulation of the special train.

The quality indicator identified refers to the processing time of exceptional transport requests made by Railway Companies, from the date the request is received (complete in all its parts) to the date the authorisation is issued.

When assessing target achievement, the parameter will be calculated considering the total number of authorisations issued in the reference year for each Railway Undertaking; the penalty for each Railway Undertaking will be calculated in the same way.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Authorisation issuing times	% of authorisations/year issued within 40 days of formal application by the RU complete in all parts	Minimum 75%	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>• 1% of annual fee for RU permits (if % permits issued within threshold <math>\geq 70\%</math> and <math>&lt; 75\%</math>)</li> <li>• 5% of annual fee for RU permits (if % permits issued within threshold <math>\geq 65\%</math> and <math>&lt; 70\%</math>)</li> </ul>	<p>Tariff €/Authorisation</p>

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>10% of annual fee for RU authorisations (if % authorisations granted within threshold &lt;65%)</li> </ul>	

### Shunting services

The shunting service is provided by RFI in the Villa S. Giovanni and Messina facilities and refers to shunting other than continuity shunting.

The quality indicator identified refers to the times required to carry out shunting operations other than those necessary for the territorial continuity, as inferred from Model M53 Integrated Shunting Operations issued by the Jurisdiction Unit in which all the operations scheduled by the Railway Undertaking are detailed.

When assessing target attainment, the parameter will be calculated by considering the percentage of shunting operations performed within the set threshold for each RU and each site.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Shunting times	<p><b>Messina</b> % shunting operations carried out within 120 minutes after request by RU</p> <p><b>Villa S. Giovanni</b> % shunting operations carried out within 60 minutes after request by RU</p>	Minimum 90%	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of annual fee per RU (if % shunting operations per RU and per Site within 60/120 minutes <math>\geq</math> 85% and &lt;90%)</li> <li>5% of annual fee per RU (if % shunting operations per RU and per Site within 60/120 minutes <math>\geq</math> 80% and &lt;85%)</li> <li>10% of annual fee per RU (if % shunting operations per RU and per Site within 60/120 minutes &lt;80%)</li> </ul>	Tariff €/Shunting

### Assistance provided to disabled persons and Persons with Reduced Mobility (PRM)

At the facilities indicated in the Railway Network Statement portal the service consists in welcoming, accompanying and allowing passengers to board the train at the departure station, disembarking from trains and accompanying them to the exit points or to another train at the arrival station, also by providing wheelchairs for the transfer operation. Boarding and disembarking from the train for wheelchair users and, on request, for people with evident mobility difficulties, will occur with the help of boarding devices. RFI also provides the accessibility characteristics of the stations/stops for PRMs through its website.

The quality indicator identified for this type of service is the level of satisfaction with respect to the service as a whole (i.e., people who have indicated a rating from 6 to 9). The ratings are identified by means of the 'Blue Room' Observatory and, that is, the instrument by which the levels of customer satisfaction may be identified. RFI uses this tool to constantly monitor the perceived quality of the service by means of interviews with PRMs conducted by certified market research companies selected through a European tender.

The quality of the service as a whole is a major factor and is interpreted on the basis of an overview of evaluations concerning aspects of the service booking process and aspects relating to the manner in which it is provided.

The annually defined objective is to add 2% to the perceived quality target as defined in the RFI Service Charter, and this constitutes a further commitment to improve the quality that is offered.

In evaluating whether the objective has been met, the parameter shall be determined by considering, for each Railway Undertaking, the annual percentage of satisfaction for all facilities where the service is provided; similarly, the penalty for each Railway Undertaking shall be determined. For the Railway Undertakings Trenitalia LH, Trenitalia SU, Trenitalia Reg and Italo-NTV reference is made to the percentage of persons satisfied with the individual Railway Undertakings, while for other companies reference is made to the indicator as a whole.

The quality indicator for this service corresponds to that already determined pursuant to TRA Resolution 70/2014 and measures related to the same, and is moreover inserted in the Infrastructure Usage Contracts.



Further details concerning the parameter, the objective and the monitoring frequency and also the penalty provided for in the event of failure to achieve the target are indicated below.

Quality indicator	Parameter	Target for 2020*	Periodicity of publication
Level of customer satisfaction	Percentage of persons satisfied with the overall service <i>(people who have indicated a score from 6 to 9)</i>	Minimum 92%	Semi-annual

\* The target for each year will be published before the end of May (of the same year) in the e-PIR Network Statement portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of the annual fee per RU (if the percentage of satisfied subjects per RU is <math>\geq 87\%</math> and <math>&lt; 92\%</math>)</li> <li>5% of the annual fee per RU (if the percentage of satisfied subjects per RU is <math>\geq 82\%</math> and <math>&lt; 87\%</math>)</li> <li>10% of annual fee per RU (if the percentage of satisfied subjects per RU is <math>&lt; 82\%</math>)</li> </ul>	Fee €/Service

### Fast Track

The service consists in providing an access point to the trains for exclusive use, in addition to the points used for ordinary security checks, with dedicated staff and the utilities needed to provide the service. The service is only provided in stations equipped with track access control services, safeguarding the full functionality of the access routes for the passengers.

The quality indicator identified for this type of service is the presence of RFI staff at the gates, net of any hours of absence caused by staff leaving.

RFI will evaluate the effective staffing of the gates by preparing and compiling a special "Daily Fast Track gate attendance register", indicating the start time, interruptions and replacements, the CID officer and end time.

When assessing target achievement, the parameter will be based on the number of hours/month of RFI staff dedicated to access control, for each RU and for each site, compared to the scheduled number of hours/month, excluding any cases of failure to provide the service due to external causes caused by public, regulatory or other security measures.

The penalty for each Railway Undertaking will be based on the presence in the facilities where the Railway Undertaking operates.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Attendance at access points	No. of effective hours per month dedicated to access control/no. of hours per month planned	Minimum 100%	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of the annual fee per RU and per plant (if % attendance <math>\geq 95\%</math> and <math>&lt; 100\%</math>-excluding external causes)</li> <li>5% of the annual fee per RU and per plant (if % attendance <math>\geq 90\%</math> and <math>&lt; 95\%</math>-excluding external causes)</li> <li>10% of the annual fee per RU and per plant (if % attendance <math>&lt; 90\%</math>-excluding external causes)</li> </ul>	Tariff €/Access point

### Provision of additional information

#### Audio announcements and posters

In addition to the information included in the minimum access package and compensated by the tariff, RFI provides further information indicated in the Manual of Audio Announcements and information on services offered by the Railway Companies, by means of audio announcements and posters.

The quality indicator identified for this type of service is the response time of the operator to requests for new services.

When assessing target achievement, the parameter will be calculated taking into account the total number of annual requests processed within the established deadlines for each Railway Undertaking; the penalty for each Railway Undertaking will be calculated in the same way.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Response time to new service requests	% requests processed within 5 days of the formal request by the RU for audio announcements and 10 days for posters in the sites concerned.	Minimum 90%	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of annual fee per RU (if % requests processed on time <math>\geq 85\%</math> and <math>&lt; 90\%</math>)</li> <li>5% of annual fee per RU (if % requests processed on time <math>\geq 80\%</math> and <math>&lt; 85\%</math>)</li> <li>10% of annual fee for RU (if % requests processed on time <math>&lt; 80\%</math>)</li> </ul>	Tariff €/Announcement/Poster

### Information services

With reference to the traffic of the trains under its responsibility, RFI provides additional access to the different modules of the PIC WEB information system and to the Hazard Database, compared to the modules included in the Minimum Access Package.

The quality indicator identified for this type of service is the response time of the operator to new user requests.

When assessing target achievement, the parameter will be calculated taking into account the total number of annual requests processed within the established deadlines for each Railway Undertaking; the penalty for each Railway Undertaking will be calculated in the same way.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Response time to new user requests (users indicated in NS)	% RU requests processed within 30 days from the date of arrival of the request in the system (PARFI)	Minimum 90%	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of annual fee per RU (if % requests processed within 30 days <math>\geq 85\%</math> and <math>&lt; 90\%</math>)</li> <li>5% of annual fee per RU (if % requests processed within 30 days <math>\geq 80\%</math> and <math>&lt; 85\%</math>)</li> <li>10% of annual fee per RU (if % requests processed within 30 days <math>&lt; 80\%</math>)</li> </ul>	Tariff €/user month

### Access to the GSM-R network

The service consists of access to the functional radio network for voice and data communication in support of railway operations, maintenance, operational management, activities in freight yards, terminals and stations, command and control of train movements, control and diagnostic supervision of railway equipment.

The quality indicator identified for this type of service is the level of coverage of RFI's GSM-R network, measured in terms of successful requests for access to the radio channel in RFI coverage. The indicator refers to the functionality of the network itself; whenever a GSM-R user tries to make or receive a call through their telephone, they are requesting radio resources from the GSM-R network, which may fail in certain situations, e.g. due to lack of coverage or network congestion. The indicator expresses the probability of success for these service requests.

When assessing target achievement, the parameter will be based on the total number of successful requests per year; the penalty for failure to achieve the total target will be applied to each Railway Undertaking in proportion to its annual compensation.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
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## Network Statement 2022 – December 2021 (II edition)

Network coverage	% successful requests for access to radio channel in RFI coverage	Minimum 98%	Quarterly
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\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of annual fee per RU per user (if % successful requests <math>\geq 93\%</math> and <math>&lt; 98\%</math>)</li> <li>5% of annual fee per RU and per user (if % successful requests <math>\geq 88\%</math> and <math>&lt; 93\%</math>)</li> <li>10% of annual fee per RU and per user (if % successful requests <math>&lt; 88\%</math>)</li> </ul>	The tariff is made up of a telecommunications network access component and a consumption component.

### Parking

The service consists of powering the on-board systems, via socket pantographs, for a period of time equal to or greater than 1 hour and a half (1h and 30min), with the activation of the "parking" mode on the network.

The quality indicator identified for this type of service is the *availability of the service* as measured by the ratio between the volumes scheduled by the RUs minus those not delivered due to RFI and the scheduled volumes themselves.

The planned volumes are the number of connections requested by each Railway Undertaking when drawing up the Timetable (so-called Contractualisation) or updated later via VCO or changes in Operations Management. The figure used to calculate the KPI is the latest available at the time the KPI is drawn up for the publication of the results achieved in each calendar quarter, which is then updated when the annual actual indicator is established.

Service quality is monitored directly by the Railway Undertakings, which are required to report any failure to provide the service due to RFI, either in real time by interfacing with RFI operating personnel, or in deferred time by reporting such reports on the PIC Facility Services Reporting system.

As there is no history of recorded disruptions, the 2022 target will be announced in May 2022 following a pre-operational period (scheduled between November 2021 and April 2022), during which the Railway Undertakings will be asked to make the above reports after having been given precise indications as to when and how they should act. Therefore, exclusively for the first year of application, reference shall be made to the second half of 2022 to determine the penalties to be paid to the Railway Undertakings.

The assessment of the achievement of the objective shall take into account, for each Railway Undertaking, all inefficiencies due to failures of the asset dedicated to the provision of the service attributable to RFI, excluding those that do not affect the use of the service by the Railway Undertaking (e.g. service used on another track).

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Parking service availability	% of scheduled services reduced by those not delivered due to RFI vs. scheduled services	Minimum X %	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of the annual fee for the Parking service for each RU (if % service availability <math>\geq (X-5)\%</math> and <math>&lt; X\%</math>)</li> <li>5% of the annual fee for the Parking service for each RU (if % service availability <math>\geq (X-10)\%</math> and <math>&lt; X-5\%</math>)</li> <li>10% of the annual fee for the Parking service for each RU (if % service availability <math>&lt; (X-10)\%</math>)</li> </ul>	The tariff consists of a fixed component to cover the indirect costs of providing the service and a variable component related to energy consumption for the time the service is used.

### Water supply

This service consists of providing fixed installations and the supply of water to supply the on-board water systems of the rolling stock for non-exclusive use.

The quality indicator identified for this type of service is the *availability of the service* as measured by the ratio between the volumes scheduled by the RUs minus those not delivered due to RFI and the scheduled volumes themselves.

The planned volumes are the number of connections requested by each Railway Undertaking when drawing up the Timetable (so-called Contractualisation) or updated later via VCO or changes in Operations Management. The figure used to calculate the KPI is the

latest available at the time the KPI is drawn up for the publication of the results achieved in each calendar quarter, which is then updated when the annual actual indicator is established.

Service quality is monitored directly by the Railway Undertakings, which are required to report any failure to provide the service due to RFI, either in real time by interfacing with RFI operating personnel, or in deferred time by reporting such reports on the PIC Facility Services Reporting system.

As there is no history of recorded disruptions, the 2022 target will be announced in May 2022 following a pre-operational period (scheduled between November 2021 and April 2022), during which the Railway Undertakings will be asked to make the above reports after having been given precise indications as to when and how they should act. Therefore, exclusively for the first year of application, reference shall be made to the second half of 2022 to determine the penalties to be paid to the Railway Undertakings.

The assessment of the achievement of the objective shall take into account, for each Railway Undertaking, all inefficiencies due to failures of the asset dedicated to the provision of the service attributable to RFI, excluding those that do not affect the use of the service by the Railway Undertaking (e.g. service used on another track).

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Availability of the Water Supply service	% of scheduled services reduced by those not delivered due to RFI vs. scheduled services	Minimum X %	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of the annual fee for the Water supply service for each RU (if % service availability <math>\geq (X-5)</math> % and <math>&lt; X</math> %)</li> <li>5% of the annual fee for the Water supply service for each RU (if % service availability <math>\geq (X-10)</math> % and <math>&lt; X-5</math> %)</li> <li>10% of the annual fee for the Water supply service for each RU (if % service availability <math>&lt; (X-10)</math> %)</li> </ul>	Tariff €/supply

### Washing bays

The service involves providing secondary track bundles, for non-exclusive use, equipped with slab tracks, a drainage system and washing water purification, for washing the rolling stock.

The quality indicator identified for this type of service is the *availability of the service* as measured by the ratio between the volumes scheduled by the RUs minus those not delivered due to RFI and the scheduled volumes themselves.

The planned volumes are the number of accesses requested by each Railway Undertaking when drawing up the Timetable (so-called Contractualisation) or updated later via VCO or changes in Operations Management. The figure used to calculate the KPI is the latest available at the time the KPI is drawn up for the publication of the results achieved in each calendar quarter, which is then updated when the annual actual indicator is established.

Service quality is monitored directly by the Railway Undertakings, which are required to report any failure to provide the service due to RFI, either in real time by interfacing with RFI operating personnel, or in deferred time by reporting such reports on the PIC Facility Services Reporting system.

As there is no history of recorded disruptions, the 2022 target will be announced in May 2022 following a pre-operational period (scheduled between November 2021 and April 2022), during which the Railway Undertakings will be asked to make the above reports after having been given precise indications as to when and how they should act. Therefore, exclusively for the first year of application, reference shall be made to the second half of 2022 to determine the penalties to be paid to the Railway Undertakings.

The assessment of the achievement of the objective shall take into account, for each Railway Undertaking, all inefficiencies due to failures of the asset dedicated to the provision of the service attributable to RFI, excluding those that do not affect the use of the service by the Railway Undertaking.

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Washing bay service availability	% of scheduled services reduced by those not delivered due to RFI vs. scheduled services	Minimum X %	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service

<ul style="list-style-type: none"> <li>• 1% of the annual fee for the Washing bay service for each RU (if % service availability <math>\geq (X-5)</math> % and <math>&lt; X</math> %)</li> <li>• 5% of the annual fee for the Washing bay service for each RU (if % service availability <math>\geq (X-10)</math> % and <math>&lt; X-5</math> %)</li> <li>• 10% of the annual fee for the Water supply service for each RU (if % service availability <math>&lt; (X-10)</math> %)</li> </ul>	Traiff €/wash
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### Fixed waste water discharge system

The service consists in providing the RUs operating rail passenger transport services with specific tracks where there is a discharge facility directly connected to the sewage network, where the RUs can carry out the discharge operations, without using specific equipment.

The quality indicator identified for this type of service is the *availability of the service* as measured by the ratio between the volumes scheduled by the RUs minus those not delivered due to RFI and the scheduled volumes themselves.

The planned volumes are the number of discharges requested by each Railway Undertaking when drawing up the Timetable (so-called Contractualisation) or updated later via VCO or changes in Operations Management. The figure used to calculate the KPI is the latest available at the time the KPI is drawn up for the publication of the results achieved in each calendar quarter, which is then updated when the annual actual indicator is established.

Service quality is monitored directly by the Railway Undertakings, which are required to report any failure to provide the service due to RFI, either in real time by interfacing with RFI operating personnel, or in deferred time by reporting such reports on the PIC Facility Services Reporting system<sup>2</sup>.

As there is no history of recorded disruptions, the 2022 target will be announced in May 2022 following a pre-operational period (scheduled between November 2021 and April 2022), during which the Railway Undertakings will be asked to make the above reports after having been given precise indications as to when and how they should act. Therefore, exclusively for the first year of application, reference shall be made to the second half of 2022 to determine the penalties to be paid to the Railway Undertakings.

The assessment of the achievement of the objective shall take into account, for each Railway Undertaking, all the inefficiencies due to faults in the assets dedicated to the provision of the service attributable to RFI, excluding those that do not jeopardise the use of the service by the Railway Undertaking (e.g. the service provided by means of emptying trolleys in specific areas where there is a tank owned by the RU).

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Fixed wastewater discharge system service availability	% of scheduled services reduced by those not delivered due to RFI vs. scheduled services	Minimum $X$ %	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>• 1% of the annual service charge for access to the fixed wastewater facility for each RU (if % service availability <math>\geq (X-5)</math> % and <math>&lt; X</math> %)</li> <li>• 5% of the annual service charge for access to the fixed wastewater facility for each RU (if % service availability <math>\geq (X-10)</math> % and <math>&lt; (X-5)</math> %)</li> <li>• 10% of the annual service charge for access to the fixed wastewater system for each RU (if % service availability <math>&lt; (X-10)</math> %)</li> </ul>	Rate €/discharge operation using the fixed system

### Preheating/air conditioning and RECs

This service consists of supplying the on-board equipment, via an REC column, for the climatisation, the performance of maintenance operations that can be carried out on stationary tracks and the cleaning of the interiors.

The quality indicator identified for this type of service is the *availability of the service* as measured by the ratio between the volumes scheduled by the RUs minus those not delivered due to RFI and the scheduled volumes themselves.

The planned volumes are the number of connections requested by each Railway Undertaking when drawing up the Timetable (so-called Contractualisation) or updated later via VCO or changes in Operations Management. The figure used to calculate the KPI is the

<sup>2</sup> Completion of IT developments expected by first half of 2022

latest available at the time the KPI is drawn up for the publication of the results achieved in each calendar quarter, which is then updated when the annual actual indicator is established.

Service quality is monitored directly by the Railway Undertakings, which are required to report any failure to provide the service due to RFI, either in real time by interfacing with RFI operating personnel, or in deferred time by reporting such reports on the PIC Facility Services Reporting system.

As there is no history of recorded disruptions, the 2022 target will be announced in May 2022 following a pre-operational period (scheduled between November 2021 and April 2022), during which the Railway Undertakings will be asked to make the above reports after having been given precise indications as to when and how they should act. Therefore, exclusively for the first year of application, reference shall be made to the second half of 2022 to determine the penalties to be paid to the Railway Undertakings.

The assessment of the achievement of the objective shall take into account, for each Railway Undertaking, all inefficiencies due to failures of the asset dedicated to the provision of the service attributable to RFI, excluding those that do not affect the use of the service by the Railway Undertaking (e.g. service used on another track).

More details on the parameter, target and monitoring frequency as well as the penalty for failure to meet the target are given below.

Quality indicator	Parameter	Annual target*	Publication frequency
Preheating/air conditioning and REC service availability	% of scheduled services reduced by those not delivered due to RFI vs. scheduled services	Minimum X %	Quarterly

\* The target is published by May of each year on the e-PIR portal.

Penalties	Tariff for the Service
<ul style="list-style-type: none"> <li>1% of the annual fee for the Preheating/air conditioning and REC service for each RU (if % service availability <math>\geq (X-5)</math> % and <math>&lt; X</math> %)</li> <li>5% of the annual fee for the Preheating/air conditioning and REC service for each RU (if % service availability <math>\geq (X-10)</math> % and <math>&lt; X-5</math> %)</li> <li>10% of the annual charge for the Pre-heating/Climatisation and REC service for each RU (if % service availability <math>&lt; (X-10)</math> %)</li> </ul>	The tariff consists of a fixed component to cover the indirect costs of providing the service and a variable component related to energy consumption for the time the service is used.

### Chapter 3 MONITORING INDICATORS

#### Frequency

The indicators proposed above are monitored on a quarterly basis, which is the minimum period necessary for a consolidated database. At the end of each calendar year, an effective annual indicator will be calculated for each service and Railway Undertaking, also taking into account events occurring after the publication of the results achieved in each quarter as well as the consolidation of traffic data for those services that refer to them.

#### Quarterly and annual data publication

The overall effective values of the indicators for each service, recorded in the calendar quarter, will be published within 90 days following the reference period, in a special section of the ePIR portal. The detailed values recorded in the quarter will be communicated by PEC to each Railway Undertaking in compliance with commercial confidentiality.

The overall results achieved in each calendar year are reported in the same way.

### Chapter 4 PENALTIES

#### Frequency

The amount of penalties accrued for each Railway Undertaking as a result of RFI's failure to achieve the targets for the reference year will be calculated annually.

Railway Undertaking penalties will be paid within 60 days from the date of publication of the last quarter of the reference year.

#### Calculating penalties

The following values are used to calculate to which Railway Companies RFI must annually pay penalties for failure to achieve the minimum quality level objectives for each of the services provided:

- Annual quality of service target value
- Effective annual quality of service value for each Railway Undertaking, calculated at the end of each calendar year.

### Chapter 5 IMPROVEMENTS

If after calculating the annual indicator of the level of quality recorded for each service the target is not met, the structures responsible for the services being monitored will implement measures aimed at remedying the criticalities detected (e.g. forecasting/revision of internal procedures, implementation of additional/alternative tools to those adopted for the governance of each service, etc.). The Railway Undertakings will be informed of these improvements within 45 days of the communication of the annual results.

**Chapter 6**  
**REVIEWING QUALITY INDICATORS**

RFI publishes its service level quality targets for the services provided on the ePIR platform on an annual basis. The targets are published in May each year, together with the overall results achieved in the previous year. The Railway Undertakings will be informed of any changes in the quality indicators when the first draft of the NS for year x+2 is published (i.e. by 30 June each year), so that they can submit any comments for consideration by RFI.

# SECTION 6 – EXECUTION OF THE CONTRACT

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## 6.1 INTRODUCTION

This section describes the obligations and rules for the IM and the RU to be complied with during the performance of the Infrastructure Use Contract, including, therefore, the management of traffic, including disrupted traffic, and any operating incidents.

## 6.2 OBLIGATIONS OF THE IM AND THE RUS DURING THE TERM OF THE CONTRACT

### 6.2.1 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.

### 6.2.2 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 and 7, in conformity with principles of non-discrimination, transparency and fairness, in order to assure the efficient management of the relevant network and optimise capacity utilisation;
- ensure that the railway infrastructure made available to the RUs shall, under normal operating conditions, be accessible, functional and qualitatively appropriate, in its entirety, both at the stations and on the tracks, for the orderly, safe and punctual operation of the train services.  
In the event of the deterioration of the railway infrastructure, the IM shall immediately implement the necessary service measures for apportioning the residual capacity jointly with the undertakings concerned. The IM shall also assure the maintenance and cleanliness of the public spaces in passenger stations, with reference to the quality indicators and standards established by the applicable RFI Service Charter;
- make available to the RU the technical and safety regulations and keep it informed of any amendments and/or additions thereto, with at least 30 calendar days notice prior to they enter into force, without prejudice to any emergency measures identified by the IM;
- 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 Railway Safety Agency) and TRA;
- implement a Safety Management system, in accordance with the applicable regulations.

### **6.2.3 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 Agenzia Nazionale per la Sicurezza Ferroviaria e delle Infrastrutture Stradale e Autostradali (ANSFISA), in connection with the registration process;
- perform its operations on the National Rail Network 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 (ANSFISA), 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. 6.3.3.2.1.

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.

#### **6.2.4 Information to be provided by the RUs before and during the transport services (updated in December 2021)**

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

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

#### **6.2.5 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 (Dlgs 50/2019). 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, 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.

### **6.2.6 Database of hazards affecting train services**

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

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

### **6.2.7 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 specific paper notices to travelers – produced by the RU – at the facilities concerned, in agreement with the IM, shall be guaranteed by the IM itself according to the necessary timelines for ensuring proper passenger information.

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

In the case of strike by the IM/RUs' employees (see point 2 of 6.2.4 and point 7 of 4.3.2) 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.

### **6.2.8 International coordination in the event of events with an impact on international traffic**

In the case of events with a major impact on international traffic, coordination at international level between all those involved in the event is necessary.

For the management of international traffic, in each station at the border of a jurisdiction, in the event of an occurrence of delays of trains arriving from abroad or departing towards a foreign country the IM will coordinate in advance with the IM of the neighbouring foreign network in order to attain a correct attribution of the causes of delay and of responsibilities relating to exceeding the stopping times established at the border station in question. For the purpose of this coordination the IM will define specific agreements with the IMs of the neighbouring networks.

For disruptions with impacts also on international traffic of more than 3 days the IM applies the guidelines contained in the International Contingency Management (ICM) Handbook, available on the website <http://rne.eu>.

The Rail Freight Corridors act as facilitators in relation to the communications made to the Applicants and the management of disruptions through the alternative paths and operational scenarios developed with the various IMs according to the Corridor Information Document (CID) of the relevant Rail Freight Corridor.

## 6.3 OPERATIONAL RULES

### 6.3.1 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, at both its HQ and peripheral offices, from where the staff responsible for coordinating and regulating rail services and supervising the maintenance and rehabilitation of the infrastructure.

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

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

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

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

- stock shifts, including the marshalling operations preliminary to the stabling/placement of the train;
- train staffing;
- requests to alter the transport service characteristics, if incompatible with the allocated train paths;
- requests for preparing and operating trains at very short notice;
- the request to alter the schedule of services at the facility.

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

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

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

### 6.3.2 Management rules (updated in December 2021)

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	Premium OA trains –Basic OA trains – Long distance and commuter trains serving the larger cities*
2	Long distance PSO trains – Regional PSO trains
3	Freight trains
4	Technical services**

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

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

**Night slots 22.00-6.00**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

where:

NC = number of trains operated

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

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

The data relating to punctuality performance of the previous service timetable and the target values for the following time (defined with the following numeric format "xx, yy%") are published, no later than February 28th of each calendar year, in the ePIR portal, in the Technical Documents section, and recalled in a special section of the homepage of the [www.rfi.it](http://www.rfi.it) website. Furthermore, integrating the aforementioned annex by 30 September each year, RFI will provide the results of *customer satisfaction* enquiries concerning activities relating to the provision of information to the public on a regional basis.

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

The RU is obliged to utilise the time path according to the schedule set out in the access contract and consistently with the technical specifications of the path, as specified in paragraph 3.3.3.3.

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

For the purpose of minimising the overall delays of all the trains repercussions on the nodes, the train services operated with HS rolling stock concerned by a change in composition, compared to the train path envisaged by the contract, except for the cases of prior authorisation by the IM, as referred to in par. 4.8.1.2, may be forwarded on the following lines, provided that they comply with the minimum speed performance levels, equal to at least:

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

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

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

Regarding the possibility of minimising delays, in the case of trains running at reduced speed, the IM shall propose to the RU concerned to implement measures aimed at preventing the train's return to the departure yard and calling at alternative stations in Rome, Florence and Milan. The RU shall be free to accept or refuse the IM's offer. In this case, the failure to accept the IM's offer and/or to agree to any alternative proposals by the RU shall not entail the economic effects referred to in paragraph 5.6.4.1.

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

### Commuter trains

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

### Freight trains

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

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

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

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

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

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

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

[https://cip.rne.eu/apex/f?p=212:170:647014816225:::P170\\_BOOKS\\_LIST:499809](https://cip.rne.eu/apex/f?p=212:170:647014816225:::P170_BOOKS_LIST:499809)

## 6.3.3 Disrupted traffic management and infrastructure clearing

### 6.3.3.1 Management of disrupted services

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

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

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

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

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

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

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

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

The economic effects of the abovementioned measures shall be subject to the criteria contained in paragraph 6.3.3.1.

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

Regarding any disruptions in the case of snow/ice, annex 1 to Section 6 provides a description of the procedure relating to the operating process and how to handle communications, with regard to planned/unplanned changes to services.

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

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

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

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

- regarding any disruptions concerning the direction of travel, as a rule it shall be necessary to safeguard the regularity of the trains running on the opposite direction track. The trains running in the direction affected by the disruption shall then be forwarded onto the track of the scheduled route as soon as it can safely be used. If the entire track is out of order (for example, due to problems affecting the overhead power line, or because it is blocked by a broken down train), or when the IM thinks fit to minimise the delay, the trains running in the direction affected by the disruption shall be suitably re-routed onto the conventional line, consistently with the train services already operating on the conventional line, minimising delays, as far as possible, and safeguarding commuter services in the 6.00-9.00 and 17.00-20.00 time slots;
- regarding the actual operation of the trains, the above mentioned rule may be disregarded if the number of trains running in the direction affected by the disruption is higher than those running in the opposite direction;
- If one or both the tracks of the lines concerned by this paragraph are expected to remain out of order for more than 90', the IM, in order to ensure maximum regularity of service, shall notify the RU of the maximum potential



on the conventional line, in view of the redefinition of the offer, taking into account the succession of trains running on the HS/HC lines when the tracks are out of order;

- If deemed expedient, for the purpose of enabling the punctual implementation of the measures above, as well as for passenger information purposes, the IM and RU may jointly define the criteria and procedures for rescheduling the services, to be included in ad hoc contingency plans.

### 6.3.3.2 Rail infrastructure clearance

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

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

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

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

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

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

To prepare the contingency plans, the RU must notify:

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

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

4. If the RU declares, when applying for capacity allocation, that it intends to at least uses diesel traction with push-pull train configuration, and then confirms this fact during the negotiation stage, it can be exempted from the above statement relating to back-up locomotives. This however does not apply in the event the allocation request concerns the HS/HC infrastructure, in whole or in part.
5. Before entering into the access contract and, in any case, within the deadlines set out in paragraph 3.3.2.1, the RU shall deliver to the IM a document setting out:
  - the exact location of the diesel or electric back-up locomotives/vehicles, based on the criteria defined herein;
  - the type of locomotive (including the identification and technical/performance data) and related equipment, the type of rolling stock that can be assisted, with proof of any arrangements with other RUs for the joint availability of the vehicles and with the RU responsible for the locomotive;
  - the trainsets used on HS/HC lines that can be coupled to those of another RU, providing the necessary authorisations and/or technical conditions, if any or in the process of authorisation;
  - the contact persons with which the IM must interface, in the event infrastructure rail infrastructure clearance operations are required;
  - the necessary timelines for making available for sending on the line, based on a formal request by the IM (including the assembly of the coupling interface, depending on the type of rolling stock in need of assistance).

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

6. The IM may carry out periodical inspections to verify the effective deployment, by the RU, of the vehicles/equipment referred to in point 4 above, as contractually undertaken.
7. For infrastructure clearance purposes, the IM may request the intervention of the specific vehicles/equipment at the disposal of the RU responsible for an obstruction of the infrastructure, in accordance with this paragraph. If necessary, the IM may also request the intervention of any other rolling stock operated by the RU responsible for the obstruction, or by other RUs if deemed by the IM more suited to the purpose or more effective. If the obstruction is the responsibility of a RU that operates limited freight services on lines with limited traffic, the IM may make utilisation of its own marshalling locomotives authorised to travel on the line.
8. The RU(s) not involved in the obstruction of the infrastructure shall nevertheless be obliged to provide the vehicles at its disposal, on the request of the IM, if the RU responsible for the obstruction fails to comply with the clearance order issued by the IM, or when otherwise requested by the IM for the purpose of a more effective and timely resumption of operations, to minimise any disruption to passengers.
9. In the case referred to in point 8 above, the expenses incurred in connection with the rail infrastructure clearance operations shall be charged to the RU responsible for the incident. Moreover, the IM shall directly remunerate the assistance requested by the IM from the non-responsible RU(s), based on a written request by the latter, and shall then recover the amounts paid from the RU responsible for the incident. The IM shall also directly remunerate the RU(s) assisting in the removal of an obstruction, in the event the IM itself is responsible for the obstruction.
10. However, the IM may not request the assistance of trains transporting dangerous goods.
11. The remuneration fees for the clearance assistance provided are shown in paragraph 6.3.4 hereof.
12. In the event an RU not responsible for the disruption of the infrastructure unreasonably refuses to provide clearance assistance, it shall be obliged to pay to the IM the cost of the rail infrastructure clearance operations, plus a 100% penalty, except as provided in paragraph 6.3.3.2.2 below.
13. The RUs and IMs shall agree to and then carry out - according to suitable and appropriate frequencies and procedures - joint assistance drills, in respect of emergency situations involving trains that stop due to

problems along the line or on critical tracks at stations, employing back-up locomotives and/or equipment and based on specifically envisaged scenarios; during each drill, all the procedures are carried out for managing the said abnormal conditions and situations, especially as concerns towing the rolling stock in need of assistance, coupling by the emergency locomotive, debraking of the train in need of assistance and shunting of the overall set of trains and rolling stock.

#### **6.3.3.2.2 Rail infrastructure clearance using breakdown cars or other suitable vehicles (updated in December 2021)**

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

In the context of the Palermo - Reggio Calabria Circulation Area, for the Working Timetable this document refers to, the service is provided directly by RFI following the modality outlined in sub-sect. 6.3.3.2.7.

When the service is provided according to the modalities indicated in sub-sect. 6.3.3.2.4, the RU responsible for the event shall be required to pay for the expenses related to the clearance actions, in accordance with paragraphs 7.3.9 or 6.3.3.2.6.

When the service is provided according to the modalities indicated in sub-sect. 6.3.3.2.7 the RU responsible for the event, if an emergency locomotive of a different RU is used, shall be responsible exclusively for the duties relating to the transfer of vehicles to a safe location.

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

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

This preliminary information is needed to cut down on recovery operation time.

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

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

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

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

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

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations indicated in the ePIR portal and/or specified in the access contract, or other traction vehicle made available for the purpose by the RU;
  - b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
  - c) a marshalling locomotive suitable for the operation.
3. The driving crew giving the emergency alert shall, within 15 minutes, request the back-up locomotive/vehicle or, if the train is capable of resuming operation, notify the IM's Service Monitoring Manager to this effect, also reporting any damage.
  4. On notifying the rail infrastructure clearing request, the RU shall also report the need to transfer the passengers to another train, informing the IM's Traffic Monitoring Manager, whether or not the transfer is viable and the type of rolling stock (deployed or operating) that it intends to utilise for this purpose.
  5. Once the RU has formally notified the availability of the passenger transfer train, the IM shall promptly assign maximum priority to its operation.

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

#### **a) Request for assistance**

The RU shall:

- send to the IM a "notice of assistance" when, in connection with the train breaking down on the line, the possibility arises that an emergency locomotive might be needed, with a view to activating the necessary prior assistance measures and operations. The IM shall in any case provide for train operations in accordance with the procedures set out in paragraph 6.3.2 letters a) and b), in relation to the predominance of train flows. In any case, the notice for assistance shall be notified to the IM within 15 minutes from the moment in which the train effectively breaks down and comes to a stop;
- formally request the emergency locomotive within 15 minutes from the train coming to a complete stop, or confirm the "request for assistance" within 15' of the notice for assistance, notifying to the IM:
  - the efficiency of the on-board subsystem (SSB);
  - the efficiency of the services provided on board the train;
  - the number of passengers on board the train and any emergency situations affecting them (the need for transferring them onto another train, the presence of any persons in critical medical conditions and, therefore, in need of medical assistance, the lack of any climatisation services, etc.).

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

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

#### **b) Assistance procedures**

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

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

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

3. the unavailability of back-up trains notified by the RU to the IM;
4. presence of sections with a gradient in excess of 15 per thousand.

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

### ***c) Passenger transfer procedures***

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

- following train;
- back-up train.

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

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

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

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

In order to recover the train, the IM's Traffic Monitoring Manager must immediately request the utilisation of an emergency vehicle from the nearest station with the available vehicles to the point of the disruption; if the train breaks down in a station, therefore affecting the other train services, the IM's Traffic Monitoring Manager must request immediate assistance by an emergency vehicle at the station.

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

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

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

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

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

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

#### **6.3.3.2.6 Charge for rail infrastructure clearance in the case of the use of vehicles by a party other than the party causing the disruption**

The parties providing for rail infrastructure clearance shall produce a document detailing the total charge and the single items of cost.

In the case of the use of emergency locomotives and/or reserve vehicles, the IM shall receive the above mentioned documents from the party involved in the rail infrastructure clearance operations and then transmit it to the RU responsible for the disruption, which shall then be required to pay the amount to the IM. The latter shall therefore receive the payment from the RU and pass it on to the clearance party.

If infrastructure clearing vehicles are used (other than equipped emergency vehicles) RFI shall transfer the relevant clearing costs to the RU responsible for the event.

#### 6.3.3.2.7 New modality for evacuation activities with equipped emergency vehicles (updated: December 2021)

The new modality of the evacuation service managed directly by RFI in the Palermo - Reggio Calabria Circulation Area consists in the repositioning of derailed vehicles on the railway tracks. RFI staff will reach the site where an event has occurred, using wheeled vehicles equipped for road journeys and works trucks in cases where it may also be necessary to travel along railway track sections.

Any subsequent transfer of the aforementioned railway vehicles to the nearest recovery point may occur using the locomotive assigned to the train now repositioned on the track following derailment or with a rescue locomotive specifically requested, adhering to the rules and procedures indicated in sub-sections 6.3.3.2.1 and 6.3.3.2.3.

The timing of notification and of requests for assistance referred to in sub-section 6.3.3.2.3 above remains unmodified. Likewise, in an event of stopping on the national railway infrastructure of a train due to a failure causing blockage which will require removal by means of appropriately equipped emergency vehicles no change has been introduced with regard to the obligation for the driving personnel to immediately inform the railway traffic controllers of the IM, using the telephone equipment on board the train or present along the line or of any other type. The driving staff will provide the train number and details relating to the type of rolling stock involved, and also information available concerning the type of failure and blockage that has occurred or the state of efficiency of services provided on the train or emergency situations affecting any travellers who may be present.

The aforementioned information is communicated for the purpose of reducing intervention times to a minimal level and also to implement measures to minimize any inconvenience for travellers.

The traffic operator must transmit a notification of removal to the Contact authorised for circulation of the IM. On the basis of the situation relating to railway traffic the latter will establish the most suitable methods for any emergency intervention aimed at removing the rolling stock.

### 6.3.4 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.

## **6.4 TRAFFIC CONTROL INSTRUMENTS**

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

### **6.4.1 Integrated Traffic Platform (PIC)**

The Integrated Traffic Platform (PIC) is the IT system supporting traffic management, used by IM to request train paths and services, to record delays and deviations and to allocate and report causes of delay and for the Performance Regime.

On the basis of the profiles issued, the platform also provides information on punctuality performance in real time and on the basis of the final data.

### **6.4.2 Train Information System (TIS)**

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

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

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



## 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, so as to allow resources to be concentrated in particularly critical stations and guarantee the mobility of passengers in all circumstances, who will be informed in advance about the services that will be guaranteed. 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.

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

- over 800 stations fitted with heating devices for switches, to melt the snow/ice;
- 95 emergency vehicles for towing snowbound trains;
- 33 vehicles dedicated to removing accumulations of snow or ice (11 ladder trucks equipped with cutters, 9 Multisys vehicles, 13 light ladder trucks for removing ice).

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

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

# SECTION 7 – SERVICE FACILITIES

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## 7.1 INTRODUCTION

This section defines the criteria to be followed to access the services referred to in Article 13, paragraph 2, of Legislative Decree 112/2015.

## 7.2 GENERAL INFORMATION

RFI, acting as an operator of service facilities, provides to all railway undertakings, at fair, non-discriminatory and transparent conditions, access to the railway lines and to the following service facilities and yards, if existing, and to the services delivered thereat:

- passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations;
- freight terminals;
- train coupling/uncoupling areas, including shunting facilities;
- areas, facilities and buildings for parking and storage of rolling stock and freight;
- maintenance facilities, with the exception of heavy maintenance facilities dedicated to high-speed trains or to other types of rolling stock requiring specific facilities;
- train washing facility;
- refuelling facilities
- clearing of infrastructure with equipped emergency cars.
- wastewater draining.

The information provided in this paragraph is provided in accordance with the provisions of the European and national regulatory framework for guaranteed access facilities operated by RFI.

Information on the perimeter and characteristics of the installations is reported in the ePIR portal, while any complementary and ancillary services provided these are reported in Chapter 5

[Integrated from par. 3.6] For certain types of services, the ePIR portal provides information on the facilities that can be used, as well as the facilities that are “available at request”, or facilities not requested by any RU and for which RFI requires a minimum of 60 days to make them available.

## 7.3 GUARANTEED ACCESS TO SERVICES FACILITIES AND SUPPLY OF SERVICES

### 7.3.1 Common provisions

Unless otherwise indicated, procedures and timescales for making the relevant requests are shown in paragraph 4.5.

The rules for reporting, billing and payment for services are contained in section 5.9.

### 7.3.2 Passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations (updated in December 2021)

#### 7.3.2.1 Description of service (updated in December 2021)

The service consists in providing companies operating in the railway passenger transport services with station areas relating to: **self-service ticket offices (BSS), mobile information desks (Desks), non-automatic ticket offices, reception and assistance services, ticket stamping machines, premises and technical areas functional to these areas.**

#### Minimum allocation of the asset for service

The access service to the areas in question provides for the provision of the following minimum facilities:

#### **Non-automatic ticket offices and functional facilities for their operation and passenger reception and assistance facilities**

- area to be used as a ticket office or for passenger reception and assistance facilities;
- lighting system of the common areas: lighting of common areas of the building, beyond the ticket office area/assistance room;
- preparation of the electrical system: installation of the electrical system, from the meter of the RU to the electrical panel dedicated to the non-automatic ticket office/assistance room;
- connection set-up for data transmission: installation of a cable duct from the supply point of the RU to the distribution point dedicated to the non-automatic ticket office/local assistance point;

#### **BSS**

- BSS positioning area (max 3.8 m2)
- lighting system of the common areas: lighting of the area where the SSTM is located;
- preparation of the electrical system: installation of the electrical system, from the meter of the RU to BSS;
- connection set-up for data transmission: installation of a cable duct from the supply point of the RU to BSS.

#### **Desk**

- Desk positioning area (max 3.8 m2)
- lighting system of the common areas: lighting of the area where the desk is located;
- preparation of the electrical system: : installation of the electrical system, from the meter of the RU to desk;
- connection set-up for data transmission: installation of a cable duct from the supply point of the RU to desk.

#### **Ticket-validation machines**

- ticket-validation machine positioning area (max 0.36 m2)
- lighting system of the common areas: lighting of the area where the ticket-validation machine is located;
- preparation of the electrical system: installation of the electrical system, from the meter of the RU to ticket-validation machine;
- connection set-up for data transmission: installation of a cable duct from the supply point of the RU to ticket-validation machine.

#### **Technical premises and areas**

- space to be used as a technical unit or area;
- lighting system;
- electrical system;
- fire protection system (only for archive premises);
- Heating/cooling system (excluding premises for archive, storage and utility premises);
- Connection set-up for data transmission (only for office use premises).

#### 7.3.2.2 Additional Services offered within the facilities

RFI does not provide additional services in the facility.

#### 7.3.2.3 Facilities features (updated in December 2021)

Information on the passenger and freight terminals (stations), belonging to RFI, as regards their:

- Name;
- Geographical location.

can be found in the ePIR portal.

The ePIR portal, within the 'Passenger Stations' and 'Station with Reduced Mobility Passengers Assistance Service' maps, also provides information relating to:

- the type of yard/facility, where "S" stands for stations (places where trains can meet or overtake) and "F" stands for stops; PC (Posto di Comunicazione) stands for Central Communications Point and PM (Posto di Movimento) is an Operating Control Point. Stations marked with a (t) are Remote-controlled/Line-controller operated, and those marked with (P), (D) and (A) are those provided with lighted P, D and A signs, respectively;
- the availability of passenger or freight services. In the case of freight services, the yard may be the origin or destination of the goods trains. The useful length of the passenger platform, in metres, must be consistent with the length of the trains stopping there, as well as the indication of the platforms for passenger services with a height of 55 cm. The IM shall provide any further information requested by the RUs, regarding the technical characteristics of the station infrastructures and yards operated by the IM, within 15 days;
- the presence or lack of an underpass for reaching the station platforms;
- station access facilities for passengers with disabilities;
- passenger stations where are available gates with ticket controls before platforms access.

With regard to passenger origin and destination stations, the ePIR portal provides information relating to:

- the number of arrival/departure tracks, for technical and commercial services, and the time available for the utilise thereof;
- the number of parking/stabling sidings and depot tracks, and the time available for the utilise thereof;
- details of the rules for utilisation of the main stations.

Regarding the purposes of the RFI Services Charter, the passenger stations/stops are classified in one of the 4 categories:

- **Platinum:** this category includes the larger rail facilities with very high user numbers (> 25,000 daily users, on average) and provides high quality services for long, medium and short journeys
- **Gold:** this category includes medium-to-large facilities, with high user numbers (> 10,000 daily users, on average) and provides high quality services for long, medium and short journeys
- **Silver:** this category includes medium-to-small facilities, with large or high user numbers, in the case of city services (in some cases > 4,000 daily users, on average), often unstaffed and lacking passenger buildings, and provides only regional/city services, or medium-to-small stations and stops characterised by high passenger numbers (> 2,500 daily users, on average) for long, medium and short journeys
- **Bronze:** this category includes small stations and stops characterised by low or very low user numbers (generally < 500 daily users, on average), often unstaffed, with no passenger buildings and provides only regional/local passenger services

The Railway Undertakings providing passenger services and which are assigned with PSO services transmit, by the end of February of every year, data relating to the number of passengers who have boarded and disembarked at each of the stations/passenger stops where they provide a commercial service. The data will correspond to monthly totals (values for each month) and daily averages on workdays and non-working days for the months of November and July. The data will be transmitted to the CEM address [rfi-dce@pec.rfi.it](mailto:rfi-dce@pec.rfi.it). The IM guarantees the confidentiality of commercial data in accordance with the relevant legislation currently in force. The levels of aggregation of the information, to be transmitted by the Railway Undertakings providing passenger facilities for market services, are negotiated and agreed upon by the latter and the IM at a specific common round table for the discussion of technical matters. Starting from 30 September 2022, in the absence of an agreement, the levels of aggregation already established for the railway undertakings providing PSO services will be adopted, except for the stations where the IM can already use automatic detection tools potentially useful for such measurements (e.g., turnstiles).

Regarding access to the stations/stops by people with disabilities, the ePIR portal shows the main investments for upgrading them to the STI-PRM-2014 standards.

The facilities with the availability of sidings for loading/unloading cars (unaccompanied car service) are indicated in the ePIR portal.

#### 7.3.2.4 Tariffs

The tariffs referred to in this paragraph may be subject to variations as a result of pronouncements by the Transport Regulation Authority.

The service charges are given by type of station and shown in table 7.1 below.

**Table 7.1 – Prices for ticketing areas and functional structures for their operation**

Type of passenger station	Unit price (€/m2 year)
HS Circuit <sup>3</sup>	340,40
Gold/Platinum	145,42
Silver	131,31
Bronze	91,22

The charges for the self-service Ticket Machines and the mobile passenger information Desks are shown, instead, in Table 7.2, while for the Ticket Validators in Table 7.3.

**Table 7.2 – Self Service Ticket Machines (SSTM) and passenger information Desks**

Type of passenger station	Unit price (€/space per year)
HS Circuit <sup>4</sup>	1.293,51
Gold/Platinum	552,61
Silver	498,99
Bronze	346,63

**Table 7.3 – Prices for ticket validator machines – Passenger stations**

Type of passenger station	Unit price (€/space per year)
HS Circuit <sup>4</sup>	122,54
Gold/Platinum	52,35
Silver	47,27
Bronze	32,84

#### 7.3.2.5 Rights and obligations of IMs and companies operating in railway passenger transport services

##### Station spaces for self-service ticket machines (SSTM), information desks

The commercial operator of the station – subject to prior authorisation by RFI, with regard to technical and safety aspects – shall select, in the stations concerned, specific areas for allocation to the requesting railway

<sup>3</sup> The HS circuit for the purpose of the unit price for the supply of the service refers to the stations of Torino Porta Susa, Reggio Emilia AV Medio Padana and Napoli Afragola.

undertakings for its ticket machines and information desks. The location and availability status of these functional spaces is reported in the station use plan published in the ePIR portal.

In order to guarantee compliance with the principles of equal visibility and accessibility, in each area, each requesting RU shall be guaranteed the possibility of placing its ticket machines and information desks based on proportionality criteria to be determined based on the number of trains of each RU, by type of service.

Compliance with the principle of equal visibility, in the above mentioned terms, is also guaranteed if – due to the structural and/or functional characteristics of the station – it is possible to select only one area for placing the ticket machines/information desks.

#### *Minimum guaranteed spaces*

In each selected area, a minimum of two (2) spaces shall be reserved for each requesting RU, to enable it to install an equal number of ticket machines if, in the request of the above mentioned principle of proportionality, a RU is granted less than two (2) spaces.

In each selected area, a minimum of one (1) space is reserved for each requesting RU, to enable it to install an equal number of information desks if, in the request of the above mentioned principle of proportionality, a RU is granted less than one (1) space. If, due to the structural and/or functional characteristics of the station, it is possible to select only one area for placing the ticket machines/information desks, the minimum number to be assured shall, instead, be two (2) spaces.

In the event that the request by the RU concerns stations in which it does not carry out/has not scheduled any rail transport services, the said RU shall in any cases be guaranteed at least one (1) space for its ticket machines and at least one (1) space for its information desk inside the station in question.

The role and authority of the commercial operator of the station, as outlined in this procedure, shall obviously be taken on by RFI in the stations where the latter acts as the commercial operator and is responsible for verifying the technical and safety aspects thereof.

#### **Station premises for staffed ticket offices and passenger reception and assistance facilities**

The commercial operator – subject to prior authorisation by RFI, with regard to technical and safety aspects – shall select, in the stations concerned, specific premises for allocation to the requesting railway undertakings, ensuring adequate visibility and accessibility for passengers.

For each station, RFI shall post the station use plan, containing the location and the availability status of the suitable premises for staffed ticket offices and/or passenger reception/assistance, at the date of posting, in its ePIR portal.

Regarding the stations for which no available premises have been indicated in the ePIR portal – due to either prior agreements with other RUs/commercial operators, or the presence of structural limitations – in the case of the presentation of a request by a RU for premises for staffed ticket offices and/or passenger reception/assistance, the commercial operator undertakes to find a solution, temporary or otherwise, such as to satisfy the RU's request, in a reasonable space of time and, in any case, within 6 months from the presentation of a request.

#### *Request from companies operating in railway passenger transport services (other than RU)*

In the event of request from companies operating in railway passenger transport services (other than RU) the IM shall guarantee at least one (1) space for its ticket machines and at least one (1) space for its information desk inside the station in question.

#### *Formalisation*

The making available to the company operating in railway passenger transport services of the requested area shall be formalised by means of a lease arrangement (see annexes 1 and 2 to this section), alongside the access contracts, which shall be tacitly renewed at the end of each year, unless terminated in advance by either party.

### 7.3.2.6 Procedure and timeline for requesting the service

#### **Assignment procedures for RUs**

#### **Station spaces for self-service ticket machines (SSTM), information desks and ticket validators**

1. RFI, with regard to the selection process referred to in the preceding paragraph “general criteria”, shall post in the station use plans within the ePIR portal the updated number of available areas for each station and the related spaces set aside, in each area, for the ticket machines / information desks / ticket validators;
2. the requests by a RU for the allocation of spaces for the information desks / self-service ticket machines / ticket validators, shall be made – in respect of any station – to the Direzione Commerciale of RFI (T0);
3. within 5 working days from receiving such requests, the Direzione Commerciale of RFI shall then forward them to the commercial operator of the station concerned (T0+5);
4. within 10 working days from receiving such requests, RFI shall indicate to the requesting RU and the commercial operator of the station concerned the number of spaces to which the RU is entitled in each selected area of the station, on the basis of the above mentioned principle of proportionality (T0+10);
5. within the following 15 working days, the commercial operator of the station concerned shall call the requesting RU to take part in an inspection at the station, to effectively identify the available spaces, also taking into account any specific requirements by the RU (T0+25);
6. within the following 15 working days, the commercial operator of the station concerned – in the light of the outcome of the inspection mentioned above – shall notify to RFI and to the requesting RU, the allocated spaces and send the latter a copy of the relevant standard contract (T0+40);
7. the proposal will be irrevocable for the following 20 working days, after which it shall lapse, unless the RU accepts it (T0+60);
8. the area in the station will be made available within 5 working days after the RU has signed the contract, unless objective and specific technical impediments (such as the need to carry out adjustment works, for example) require more time (T0+65).

**Request for station spaces not planned and available in the Station-Use Plan (PUdS) or for temporary spaces also for the installation of types of artefacts that have not been provided for**

1. In the event the RU submits to the Commercial Management Department of RFI a request for spaces not identified in advance and published in the Station-Use Plan (PUdS) or temporary spaces, with a maximum duration of use of 90 days, for SSTM/information desks, also with structural and/or dimensional characteristics differing from those already present in the station, it must provide evidence of the specific needs relating to the provision of the transport service that justify the requirement to have such a space/object available (with the modalities and in the location referred to) and also elements attesting the urgency of the request which would prevent awaiting the ordinary PUdS update window. It should be noted that requests for temporary spaces for objects with structural and/or dimensional characteristics different from those already present in the station are governed by this procedure, also if they concern stations not falling within the Station-Use Plan. The presence of the cumulative requirements of necessity and urgency is to be understood in any case as excluded - with the consequent rejection of the application - with respect to all requests relating to known, recognisable or in any case foreseeable circumstances/events during the preparatory planning phase and, where provided for, the phase in which reference is made to the Station-Use Plan (by way of example, and not restricted to: events, scheduled meetings or, that is, the offer of new commercial services already planned by the RU).

Each application must be accompanied by an indication of the requested point of installation, the structural and dimensional characteristics of the requested SSTM/desks, a relative *rendering* and explanatory notes to be used also during consultation with various Bodies (for example, Superintendence Departments) in the case of artefacts/products other than the standard materials already present in the station.

With respect to requests for the installation of SSTM - provided these relate to events which are not foreseen and have not been planned at the time of their preparation and, if provided for, at the time when the Station-Use Plan is referred to - such needs may be justified by a high level of use of Self-Service Ticket Machines and/or non-automatic ticket distribution points in a particular area of the Station-Use Plan where all further spaces allotted to the installation of SSTM are occupied. This may involve a degree of saturation that does not allow for the provision of an adequate ticket distribution service for travellers. A condition of this kind must be dealt with promptly in order to ensure that the travellers - pending ordinary updates of the Station-Use Plan - do not



experience an unjustified disruption of services (urgency). The RU submitting the application will thus have to accompany these requests with specific data to support the raised issue of inadequacy of the ticket offices already present in the area, such as:

- o the average number of travellers - per day and at peak hours - who use the service in the aforementioned area;
- o any increasing flows of travellers/users expected in the aforementioned area due to changes in traffic volumes, train paths, routes, etc., clarifying the specific conditions of the area considered with respect to other areas indicated in the Railway Network Statement/Station-Use Plan;
- o the saturation level of equipment present in the area considered on a daily basis and at peak hours;
- o the saturation levels of the equipment present in the area envisaged in the post-assignment scenario of the additional SSTM(s) requested, confirming the consequent adaptation of the service to travellers.

For desk installation requests - with such procedures relating to circumstances/events which were not foreseen and were unforeseeable during the preparatory phase and, if provided for, at the time when the Station-Use Plan is referred to - the need may be justified by the high level of use of the other mobile assistance spaces present at the station which does not permit an adequate service to travellers and which must be dealt with promptly in order to ensure travellers - pending ordinary updates of the Station-Use Plan - do not experience an unjustified disruption of services (urgency). The RU which submits these requests must therefore present data which indicate and prove the insufficiency of the desks already present in the area, such as:

- o the average number of travellers - per day and at peak hours - who use the services in the station;
  - o any increasing flows of travellers/users that are expected due to changes in traffic volumes, train paths, routes, etc., to be justified by indicating the total number of seats that will be offered to travellers arriving at/departing from the station referred to in the request and the current and envisaged load factor of its trains that will operate in the station;
  - o the saturation level of desks present in the station, on a daily basis and during peak hours, also by means of the average description of queuing;
  - o desk-saturation levels expected in the scenario of post-assignment of the additional desk requested, confirming the consequent adjustment of the service for travellers;
  - o the elements linked to the specific temporary requirements relating to assistance/flows to be met for the extraordinary event/circumstances which will justify the possible proposal of desks with dimensions and/or structural characteristics different from those normally used.
2. The RFI Commercial Management Division and the commercial management body of the station - with a view to ensuring, also following a possible assignment, the maintenance of equal and adequate visibility and accessibility for travellers of the other spaces/elements of the RUs present in the station - shall evaluate the adequacy of the motivations underlying the request and also the dimensional characteristics and positioning of the requested elements. In the event of a positive outcome, within the next 10 working days (T0+10) the commercial manager shall inform all of the RUs present in the station, indicating the type, size, location and the criteria used to determine the amount due for the elements requested, so that within 10 working days (T0+20) they will also be able submit to the RFI Commercial Management Division any requests they may have which must be justified as provided for in point 1;
  3. within 5 working days the RFI Commercial Management Division and the commercial manager of the station will evaluate any requests received and will communicate any motivated denial or will take the action required (T0 + 25);
  4. the commercial manager, in compliance with the principle of equal and adequate visibility and accessibility for travellers of spaces/elements of the RUs present in the station, shall verify within 10 working days the possibility of identifying suitable spaces to meet the needs expressed in the approved requests, taking into account the physical/technical constraints existing in the station area concerned (dimensions and compatibility with passenger flows, safety requirements, system layout and arrangements) (T0+35);
  5. in the event the assessment has a positive outcome, albeit with a number that is perhaps reduced compared to the positions requested, the commercial manager, insofar as this is provided for, will initiate the formal authorisation process with the competent Bodies/Departments of Superintendence in the station, and notifying the RUs. Within 5 working days following receipt of a relative opinion or from the outcome of the verification process (where the opinion of the Entities is not necessary) the commercial manager shall formally communicate the positive outcome to each RU and this notification will be accompanied by the positioning plans identified or a refusal accompanied by the related reasoning and motivations (T0+T<sub>FEEDBACK FROM ENTITIES</sub>+40).
- In the case of permanent modifications, the Station-Use Plan will be integrated on the occasion of the first updating and will be published in the forms provided for;

6. within the 10 working days following communication to the RUs of the availability of the extra-Station-Use Plan spaces the RUs concerned must submit a request for one or more of the new spaces regarding which notification has been received ( $T_0 + T_{\text{FEEDBACK FROM ENTITIES}+50}$ );
7. in the event that a particular space has been requested by several RUs, within 10 working days following the expiry of the deadline for requests the commercial manager will summon all of the RUs that have submitted a claim with a view to identifying a form of compatibility between the conflicting instances ( $T_0 + T_{\text{FEEDBACK FROM ENTITIES}+60}$ ), also evaluating solutions that may involve:
  - a. a reduction of requested dimensions;
  - b. a temporal alternation of the RUs in the same position, with a frequency commensurate with the possible temporary nature of the installation.
8. If the coordination process has a negative outcome, the commercial manager - together with the infrastructure manager - will undertake an assessment and within the next 10 working days will notify one of the requesting RUs of the assignment on the basis of application - in addition to the principle of equal and adequate visibility and accessibility for travellers with respect to the spaces/elements of the other RUs present in the station - of the following priority criteria identified, considering the relevant legislative-regulatory framework deriving from art. 11 of Regulation (EU) 2177/2017, TRA Resolution 66/2015 and also the measure in sub-section 11.5 of TRA Resolution 130/2019 ( $T_0 + T_{\text{FEEDBACK FROM ENTITIES}+70}$ ):
  - a. a greater degree of saturation of the equipment/systems present, as represented by the RU in the data and in the reasoning presented in support of the request;
  - b. for the desks, a greater quantity of incremental flows that are expected and documented with respect to the specific extraordinary event/circumstances, not foreseen or foreseeable in the processing phase and, where foreseen, at the time when the Station-Use Plan is referred to, represented by the RU in the data and arguments provided in support of the request;
9. within 10 working days following assignment of the spaces the commercial manager of the station concerned will forward to the assignee RUs the standard contractual proposal, and summoning the RUs at the same time to a technical inspection for verification of the assigned space(s), aimed exclusively at identifying the functional plant facilities required in the installation, which must take place within 10 working days following receipt of the contract ( $T_{\text{ASSIGNMENT}+10}$ );
10. the proposal will be irrevocable for the 10 working days following receipt of the contract; after which time, in the absence of acceptance on the part of the RU(s), the request for spaces shall be considered as having expired ( $T_{\text{ASSIGNMENT}+20}$ );

The consignment of the area will be completed within the 5 working days following the signing of the contract by the RU, without prejudice to the case where objective and specific technical impediments (e.g., a requirement for works aimed at adaptation) may require a longer period of time ( $T_{\text{ASSIGNMENT}+25}$ ).

#### **Technical and station premises for staffed ticket offices, technical services and passenger reception facilities**

2. Each request for station premises by a RU ( $T_0$ ) must be presented, regardless of the commercial operator of the station in question, to the Direzione Commerciale of RFI, at least four months prior to the scheduled timeline for its use. The request must contain the following information:
  - a) the requested area of the premises in square metres;
  - b) the purpose for which the premises will be used;
  - c) the timeline for acquiring possession of the premises;
  - d) an estimate of the time needed to fit out the premises, from the date they are handed over.
3. within 5 working days from receiving such requests, the Direzione Commerciale of RFI shall then forward them to the commercial operator of the station concerned ( $T_0+5$ );
4. within 15 working days from the presentation of the requests, the commercial operator of the station concerned shall acknowledge the receipt thereof, to the requesting RU, and request any extra information that may be needed, with respect thereto ( $T_0+15$ );
5. within the following 10 working days (or, if any extra information has been requested, within 10 days from receiving the said information), the commercial operator of the station concerned shall call the requesting RU to take part in a joint inspection at the station, to effectively identify the characteristics of the premises and any work that may be required to adapt it to the RU's needs ( $T_0+25$ );

6. within the following 20 working days, the commercial operator of the station concerned shall send a copy of the draft contract to the requesting RU (T0+45);
7. the proposal will be irrevocable for the following 20 working days, after which it shall lapse, unless the RU accepts it (T0+65);
8. the premises in the station will be made available within 5 working days after the RU has signed the contract, unless objective and specific technical impediments (such as the need to carry out adjustment works, for example) require more time (T0+70).

#### **Assignment procedures for companies operating in railway passenger transport services (other than RU)**

Companies operating in rail transport services other than RU are entitled to submit a request for the provision of station spaces and premises in the manner previously indicated. Further details regarding the allocation procedures for station spaces and rooms will be provided in subsequent updates of the NS.

### **7.3.3 Freight terminals**

#### **7.3.3.1 Description of service**

The service consists in guaranteeing access to and making available to the RUs, for non exclusive use, the freight terminals for loading/unloading goods and the relevant services provided by the terminal Operators.

##### Minimum allocation of the asset for service

The access service to the freight area in question provides for the provision of the following minimum facilities:

- at least one track
- space dedicated to freight loading/unloading
- lighting system of the common areas
- access to workers and vehicles

#### **7.3.3.2 Additional Services within the facilities**

RFI does not provide additional services in the facility.

#### **7.3.3.3 Facilities features**

- The characteristic function of “facility equipped for handling and transferring goods between different transport modes” is shown in the ePIR portal.
- The facilities with RFI areas for loading/unloading goods are shown in the ePIR portal.

#### **7.3.3.4 Tariffs**

The fee for the service is **68,54** €/access.

#### **7.3.3.5 Rights and obligations of the IM and RU (updated in December 2021)**

RFI guarantees access to and the use of freight terminals in accordance with the principles of fairness, transparency and non-discrimination.

The presence of the rolling stock on the loading/unloading tracks must be limited to the periods of time required to complete the loading and/or unloading operations. Any longer phases during which a train remains immobile on these tracks must be authorised in advance by RFI.

##### Formalisation

The making available of the freight terminals shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

### 7.3.3.6 Procedures and timing for requesting the service

Refer to what is described in paragraph 4.5.

## 7.3.4 Train coupling/uncoupling facilities, including shunting facilities

### 7.3.4.1 Description of service

The service consists in guaranteeing access to and making available to the RUs, for non exclusive use, areas for train coupling/uncoupling operations (rolling stock) with the use of at least two tracks.

Any traction changes without modifying the rolling stock composition must be requested in accordance with paragraph 7.3.5 .

#### Minimum allocation of the asset for service

The access service to train coupling/uncoupling facility provides for the provision of the following minimum facilities:

- at least 2 tracks;
- lighting system of the common areas;
- access to workers.

### 7.3.4.2 Additional Services within the facilities

RFI does not provide additional services in the facility.

### 7.3.4.3 Facilities features

The facilities with RFI areas for train coupling/uncoupling operations featuring the availability of at least two tracks are shown in the ePIR portal.

### 7.3.4.4 Tariffs

The fee for the service is **99,21** €/access.

### 7.3.4.5 Rights and obligations of the IM and RU

RFI guarantees access to and the use of the marshalling yards in accordance with the principles of fairness, transparency and non-discrimination.

#### Formalisation

The making available of the train coupling/uncoupling facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

### 7.3.4.6 Procedures and timing for requesting the service

Refer to what is described in paragraph 4.5.

## 7.3.5 Areas, facilities and buildings for parking/storing of rolling stock and freight

### 7.3.5.1 Description of service

The service consists in making available tracks and sidings – in a non-exclusive capacity and without any rolling stock supervision duties by RFI – for a period of time equal to or in excess of:

- 1 hour (60 minutes) in the case of passenger trains;
- 2 hours (120 minutes) in the case of freight trains.

Minimum allocation of the asset for service

The access service to parking/storing for rolling stock areas provides for the provision of the following minimum facilities:

- at least 1 track;
- lighting system of the common areas
- access to workers and vehicles

7.3.5.2 Additional Services

Any Complementary and Auxiliary Services provided within the facility, and the related information, are provided within Section 5.

7.3.5.3 Facility features

RFI provides train stopping services on all the secondary tracks of the national railway infrastructure, as well as on the line tracks, consistently with the timetabling and applicable restrictions.

7.3.5.4 Tariffs

The charge for the service is based on a €/minute fee modulated by time slot for passenger services.

The consideration for the service is applied to the stopping time of each train in the origin and destination facilities of the path and in any intermediate facilities where services are provided that require a stopping time over and above the excess amount. The fees for the service are applied to the stops at the border systems only if switching is necessary, also for the purpose of transit, in the case of routes with Origin/Destination in the border system or in the event that any other services are required during the stop.

The stopping times, as recorded, are minus:

- the time required for performing the shunting operations – if any – regarding the train to/from the secondary sidings dedicated to the parking of the rolling stock;
- the time relating to the excess amount of the relevant transport segment (passenger or freight).

Table 7.4

Type of service	Unit charge (€/minute)
Passenger Day charge (T <sub>VG</sub> )	0,167
Passenger Night charge (T <sub>VN</sub> )	0,160
Freight charge (T <sub>M</sub> )	0,162

The T<sub>VG</sub> day rate will apply for stops between 6 AM and 10 PM. The T<sub>VN</sub> night rate for stops from 10 PM to 6 AM. In the event stops for two time slots, the rate will be applied differently for the stop fee for each time slot

Regarding the responsibility of the IM in the allocation of the stops or the extension of the already scheduled stops, the increased stops arising out of the changes to the paths as a result of VCOs or works shall not be attributed to the RU.

If the RU requests additional services, such as Parking, Washing, Pre-heating and Water supply, the relevant charges shall be added to the charge for the stopping service.

The stopping service charge also includes the availability of functional areas for refuelling.

For further details relating to the criteria adopted for defining the rate and the related accounting methods, see the specific Method Document published on the ePIR portal.

### 7.3.5.5 Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

RFI shall ensure the consistency of the requests by all the RUs with the available rolling stock parking/storage facilities, in respect of the parking sidings connected to the requested terminals. The final parking schedule shall be formalised, following discussions with the RUs, in connection with the allocation of the paths, connections and shunting. The indications regarding the rostering of the rolling stock provided by the RUs may be reviewed by the IM, during the path allocation process, in order to ensure capacity consistency and optimisation.

#### Formalisation

The parking/storage service shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

### 7.3.5.6 Procedures and timing for requesting the service

Refer to what is described in paragraph 4.5.

## **7.3.6 Maintenance facilities, with the exception of heavy maintenance facilities dedicated to high-speed trains or to other types of rolling stock requiring dedicated facilities**

### 7.3.6.1 Description of service

The service consists in making available areas (buildings, sheltered areas and open areas) and the related functional equipment used thereat, for non-exclusive use and without the obligation to ensure the safe-keeping of any equipment owned by the RUs.

#### Minimum allocation of the asset for service

The access service to the Maintenance Centre provides for the provision of the following minimum facilities:

- at least 1 track with visiting pit
- preparation of the electrical system
- preparation of the plumbing system
- lighting system of the common areas
- access to workers and vehicles

The maintenance of the rolling stock is allowed inside the maintenance centres only if special collection and purification plants are available.

### 7.3.6.2 Additional Services within the facilities

RFI does not provide additional services in the facility.

### 7.3.6.3 Facilities features

The facilities featuring equipped tracks (outdoors, inside buildings or under canopies), as workshops for rolling stock maintenance operations are shown in the ePIR portal.

### 7.3.6.4 Tariffs

The relevant charges for the above mentioned services are based on the type of service provided and are shown and featured in table 7.5. If an area is used by two or more RUs, the charges applied to each RU shall be commensurate with the relevant utilization share, on an annual basis.

**Table 7.5 – Maintenance facility charges**

Type of area	Unit price (€/m <sup>2</sup> per year)
Indoors	32,24
Sheltered area	13,14
Outdoors	4,93

#### 7.3.6.5 Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

IM and the RU and are required, each within their sphere of influence, to comply with the legislation on safety and environmental protection. The RU guarantees the correct use of the facilities made available.

##### Formalisation

The making available of the maintenance facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

At the start of the working timetable the RU and IM shall draft a statement of delivery of the spaces dedicated to the service, which record shall attest to the fact that the outdoor and/or indoor and/or building therefor has effectively been made available to the RU by the IM automatically renewed at each timetable change, unless there are any changes in the use of the facility, even during the applicable working timetable.

When the said spaces, or premises, or buildings are returned by the RU to the IM another statement shall be drafted regarding the conditions of the said spaces, premises or buildings made available to the RU.

#### 7.3.6.6 Procedure and timeline for requesting the service

Requests for the next timetable period and during the applicable working timetable period must be received according to the timing described in Section 4 and the procedures described on RFI website <http://www.rfi.it/rfi/SERVIZI-E-MERCATO/Accesso-alla-rete/Richiesta-tracce-orario-e-servizi>.

The RU may request access to only a part of the maintenance facility, specifying the area it needs (in square metres), with regard to the various types of available areas (buildings, sheltered areas and open areas), considering both the areas used and the areas needed marshalling the rolling stock, also based on the results of joint on-the-ground inspections by the RU and the IM.

In the case the RU requests not to use more than one part of a previously requested system during the time slot, he must notify RFI of the date from which it no longer intends to use the service, completely freeing the areas from rolling stock and proprietary equipment, giving evidence of this in the specific report to be signed between RFI and RU, automatically renewed at each time change, unless changes are made to the use of the system, even during the time slot.

### 7.3.7 Train washing facility

#### 7.3.7.1 Description of service

The service consists in making available – in a non-exclusive capacity – the secondary sidings equipped with the train washing facility (so-called “binari plateati”) and the wastewater drainage and treatment system, as obviously used and needed to wash the rolling stock. The making available of the service requires the use of parking sidings, therefore the RU making use of the said train washing facility shall also make use – necessarily – of the relevant parking service.

##### Minimum allocation of the asset for service

The access service to the areas intended for washing provides for the provision of the following minimum facilities:

- at least one bay track
- preparation of plumbing system and water supply
- preparation of the electrical system
- lighting system of the common areas
- drainage and purification system for washings water
- access to workers and vehicles

Some washing facilities are equipped, in addition to the minimum equipment listed above, with optional equipment such as washing tunnels, rain systems and fixed rollers.

The RU accessing the service may request a ‘technical’ area that can be used for the positioning of waste-collection bins.

#### 7.3.7.2 Additional Services within the facilities

RFI does not provide additional services in the facility.

#### 7.3.7.3 Facilities features

Facilities with secondary sidings equipped with specific dedicated tracks (so-called “binari plateati”), i.e. furnished with washing water drainage and treatment systems, are shown in the ePIR portal.

Some of these sidings are also fitted with optional facilities, such as train washing machines, sprinkler systems, stationary rollers, wastewater treatment systems.

#### 7.3.7.4 Tariffs

The fee for the service is **€ 95,83 /wash** and includes access to and use of the washing trough for washing rolling stock, as well as water for washing.

The making available of the service requires the use of equipped parking tracks for effecting the washing activities, therefore, the RU requiring this service shall also make use of the parking service, necessarily.

Therefore, the RU requesting access to a washing facility shall request other services (water supply) according to the relevant procedure. The parking on the tracks where the washing service is provided shall be recorded, for accounting purposes, as per par. 6.3.2.4.

#### 7.3.7.5 Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination. If it receives more requests than the facility/area can cope for, RFI shall ensure the consistency of the above mentioned principles and the general principles laid down in the Community and domestic regulations.

IM and the RU and are required, each within their sphere of influence, to comply with the legislation on safety and environmental protection. The RU guarantees the correct use of the facilities made available.

##### Formalisation

The making available of the washing facilities shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

#### 7.3.7.6 Procedures and timing for requesting the service

Refer to what is described in paragraph 4.5.

### 7.3.8 Territorial continuity services

#### 7.3.8.1 Service description (updated in December 2021)



The ferry service on the Messina - Villa S. Giovanni path ensures the continuity of paths between Sicily and mainland Italy through the boarding of all railway vehicles that comply with the rules set out in the General Introduction to the Working Timetable - RU (Chapter XVII).

### 7.3.8.2 Additional Services within the facility

RFI does not provide additional services in the facility.

### 7.3.8.3 Facilities features

The ferrying capacity is:

- 425 metres of track (per trip)
- 1300 tonnes.

The time required for embarking (time interval between the arrival of the train path to the reference station and the departure of the ferry) and disembarking (time interval between the arrival of the ferry and the departure of the train path from the reference station) is more or less as follows:

**Table 7.6 – Embarking/Disembarking times**

Facility	Embarking	Disembarking
Villa S. Giovanni	- Passengers 40'-50' - Freight 50'	- Passengers 40'-50' - Freight 50'
Messina	- Passengers 35'-50' - Freight 50'	- Passengers 35'-50' - Freight 50'

These times may increase if, besides the embarking/disembarking operations, it is also necessary to perform train formation or splitting up operations, removing those carriages that are not concerned by the ferry crossing.

The request for train paths connecting Sicily and the mainland are inclusive of the ferry service.

The ferry service on the Messina/Villa S. Giovanni-Golfo Aranci route across the Tyrrhenian Sea, carrying goods wagons to Sicily and Sardinia, does not concern entire trains.

Information on the relevant services not indicated in this document can be requested directly from the Navigation division:

RFI S.p.A.  
 Direzione Produzione - Navigazione  
 Via Calabria 1 – 98122 Messina  
 Phone: 0039 (090) 6786010

### 7.3.8.4 Tariffs

The maritime/port facilities managed by RFI are part of the territorial continuity services included in the services offered in the Minimum Access Package, the tariffs for which are set out in section 5.3.2.

### 7.3.8.5 Rights and obligations of the IM and RU

Refer to what is described in paragraph 4.5.

### 7.3.8.6 Procedures and timing for requesting the service

The service follows the procedures and timelines provided for the minimum access package described in paragraph 5.3

## 7.3.9 Clearing of infrastructure with equipped emergency cars or other suitable/equipped vehicles

### 7.3.9.1 Description of service

The service consists in making available equipped emergency cars or other suitable/equipped vehicles to clear the railway line blocking the transit of a train.

### 7.3.9.2 Tariffs

RFI, each time, will provide emergency services with equipped emergency cars in accordance with paragraph 6.3.3.2.4, producing a detailed document showing the total fees and the following detailed costs:

- path charge for the clearing vehicle (from the emergency car depot to the clearing site and back);
- electric energy cost incurred by the emergency vehicle (from the emergency car depot to the clearing site and back);

[alternatively] cost of diesel incurred by the clearing vehicle [€/litre];

- cost of the second driver [€/h];
- cost of the emergency crew [€/h/operator].

For services directly provided by RFI, as indicated in sub-sect. 6.3.3.2.7, if the intervention occurs beyond the sphere of its own assets RFI will produce a detailed document presenting an indication of the overall tariff and of the following expenses:

- cost relating to personnel [€/h/operator];
- cost of fuel [€/litre];
- any additional costs related to the intervention (renting of mobile lifting equipment, motorway tolls, etc.).

### 7.3.9.3 Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

#### Formalisation

The supply of the service is formalised through the signing of specific reports by the IM and the RU receiving the service, which reports shall certify the provision of the clearing service.

## 7.3.10 Refuelling facilities

### 7.3.10.1 Description of service

The service consists in making available certain areas – in a non-exclusive capacity – from among the rolling stock parking and goods storage areas, suitable for refuelling purposes in a self-handling capacity by the RU, making use of its own tankers or tankers provided by its suppliers.

#### Minimum allocation of the asset for service

The access service to refuelling facility provides for the provision of the following minimum facilities:

- at least 1 track from among the rolling stock parking and goods storage areas;
- lighting system of the common areas
- access to workers and vehicles

### 7.3.10.2 Additional Services within the facility

RFI does not provide additional services in the facility.

### 7.3.10.3 Facilities features

The IM guarantees, at the RU's request, the availability of areas that can be accessed by fuel tankers owned by third parties and functional to the refuelling of the rail vehicles.

The facilities for independent refuelling by the RUs, using their own fuel tankers or the fuel tankers of their suppliers, are shown in the ePIR portal.

#### 7.3.10.4 Tariffs

This service is included in the stopping service above. In the event the service is provided during stops of less than 1 hour the RU shall not be required to pay any charge to the IM.

#### 7.3.10.5 Rights and obligations of the IM and RU

RFI guarantees access to and the use of the facilities in accordance with the principles of fairness, transparency and non-discrimination.

RFI shall verify the suitability of the sidings for the performance of the service at the requested facility, taking into account the facility's operating schedule.

The RU is required to comply with the applicable environmental protection regulations.

##### Formalisation

The making available of the refuelling facility shall be formalised in connection with the conclusion of the infrastructure Access Contract or by integrating the Contract if the service is requested during the relevant working timetable period.

By entering into the access contract the RU shall hold RFI harmless from and against any claims, liability and/or charges requested by third parties for any damage suffered in relation to the operations carried out by the RU at the facility in question.

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

Refer to what is described in paragraph 4.5.

### 7.3.11 Wastewater discharge

#### 7.3.11.1 Service description (updated in December 2021)

The service consists in making available to companies operating in the rail passenger transport services:

- specific areas used for the installation by the company of tanks for the storage of wastewater produced on trains that will have to be collected by trains using trolleys equipped with a special cistern for emptying wastewater tanks
- specific paths where there is an unloading system directly connected to the sewerage network, where the Railway Undertakings can carry out the unloading operations without using specific equipment

The provision of the service involves the use of stop-over paths. Therefore, the RU that uses the waste water unloading service in both modes also benefits from the stoppage service.

##### Minimum asset allocation for the service

The waste water disposal service includes the following minimum equipment:

##### **Waste water disposal areas**

- Specific area for tank location (max. 20 m<sup>2</sup>);
- At least 1 track from among the rolling stock parking and goods storage areas;
- Electric system;
- Water system;
- Access to workers and vehicles;
- Common area lighting;

- Water;
- Specific paths for trolleys within the facility;
- Energy.

#### **Fixed facilities for waste water disposal**

- At least 1 track from among the rolling stock parking and goods storage areas;
- Common area lighting;
- Sanitisation stations (columns) complete with rollers, located on the pavement;
- Emptying and sanitising system;
- Collector for discharge to sewer;
- Suction station and sewage return to the sewer;
- Parking track;
- Access to workers and vehicles.

#### **7.3.11.2 Additional services within the facility**

RFI does not provide any further services at the plant.

#### **7.3.11.3 Service description**

Facilities with functional RFI areas for wastewater discharge activities, both areas and fixed installations, are listed in the ePIR portal.

#### **7.3.11.4 Tariffs**

*The tariffs referred to in this paragraph are pending approval by the Transport Regulation Authority.*

The tariffs for the wastewater service, broken down according to the type of system required, are shown in the following table 7.7.

**Tab. 7.7 - Wastewater tariffs**

<b>Type of service</b>	<b>Unit rates</b>
<b>Wastewater discharge areas (€ area/year)</b>	8.013,73
<b>Fixed installations for the discharge of waste water (€ / access)</b>	38,39

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

The IM and the RU are required, each within their own sphere of competence, to comply with legislation on safety and environmental protection.

The RU wishing to use the service must ensure that the operational procedures for using the service are respected. RFI reserves the right to inform the RU of any cases of temporary suspension or interruption of the service due to maintenance requirements and/or accidental events (e.g. problems with station equipment).

#### **Formalisation**

The availability of the areas will be formalised with the signing of the Framework Agreement for the concession of areas for the discharge of wastewater referred to in Annex 3 to this section. To regulate all the regulatory aspects and responsibilities connected with the emptying of the waste by means of trolleys, upon handing over

the area, a delivery report will be signed between RFI and the Railway Undertaking, setting out all the obligations of the parties.

The availability of the fixed wastewater discharge systems shall be formalised by signing the Infrastructure Use Agreement or by supplementing it if the service is required during the period of execution of the contract. Depending on the possible use of the facility by several Railway Undertakings, the Regulation for the Use of the Milano Porta Garibaldi facility, which sets out the obligations and responsibilities of the parties, will also be signed.

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

Requests relating to the timetable after the current timetable must be submitted in accordance with the timescales described in section 4 and the procedures described on the RFI website <https://www.rfi.it/it/Offerta/accesso-alla-rete/servizi.html>

## 7.4 SERVICE FACILITIES NOT MANAGED BY RFI (UPDATED IN DECEMBER 2021)

Pursuant to article 31(10) of Directive 2012/34/EU and article 5(2) of Regulation (EU) 2177/2017, operators of service facilities shall make publicly available the service facility description free of charge, in one of the following ways:

- a) by publishing it on their web portal (or a common web portal) and providing the infrastructure managers with a link to be included in the specific section of the ePIR portal;
- b) by providing the infrastructure managers with the relevant information (in pdf format) to be included in the specific section of the ePIR portal.

Based on the provisions of measure 6.2 of ART Resolution n.130 / 2018 the operators of service facilities are required to provide the information concerning the facility using the common RNE form made available by the IM in its website, and specifically at [www.rfi.it](http://www.rfi.it) -> Offerta -> Accesso alla Rete -> Prospetto Informativo della Rete, developed jointly by RNE, IRG Rail, and based on consultations with the various rail sector operators.

Pursuant to measure 6, point 1, of ART resolution n.130/2019, service facility operators must make the description of the service system available also through the European portal Rail Facilities Portal <https://railfacilitiesportal.eu>.

The information referred to in (a) and (b) above shall be transmitted to the certified [rfi-dce@pec.rfi.it](mailto:rfi-dce@pec.rfi.it) no later than 30 April and 1 October of each year, for the purpose of the ordinary updating of the ePIR Railway Network Information portal as referred to in sub-sect. 2.1 of the Railway Network Information Statement. To facilitate the correct representation of information provided in the ePIR portal, it is requested that the aforementioned information be transmitted together with the transmission model made available in the RFI website in the section Offer -> Railway infrastructure access -> Network Statement.

If the operator needs further updates of the document referred to in (b) above it shall forward the relevant information (in pdf format, as specified) to the IM at least 2 months before their scheduled adoption. In the event the facility operator fails to communicate any update to the IM the latter will consider as valid what has already been sent previously for the purpose of updating the ePIR portal.

**STANDARD FORM OF LEASE FOR RENTING RETAIL SPACE FOR SELF-SERVICE TICKET MACHINES AND/OR INFORMATION DESKS AND/OR TICKET VALIDATORS AT THE STATION OF .....**  
(updated in December 2021)

**RETE FERROVIARIA ITALIANA** – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company” managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15, with registered office at Piazza della Croce Rossa 1, 00161 Rome, Fiscal Code and Companies’ Registry of Rome No. 01585570581, R.E.A. no. 758300, VAT registration number 01008081000, hereinafter also referred to as “**RFI**”, represented by ..... born in ..... on ....., acting in his/her capacity as ....., by virtue of the powers vested in him/her under the (*specify the details of the power vesting document in accordance with Italian practice, namely, the notarial details such as the so-called “repertorio” and “rogito” numbers*) ....., and

**AND**

....., with registered office at ....., tax identification no., VAT registration no. ...., and the Companies’ Registry registration no. ...., REA no. .... - hereinafter also referred to as the “**RU**”, represented by ..... born in ..... on ....., acting in his/her capacity as ....., by virtue of the powers vested in him/her under the ..... dated ..... notarial file no. ....

Hereinafter also referred to individually as the "Party" and jointly as the "Parties".

**Recitals:**

- a) The RU and RFI have entered into [...] a Framework Agreement / Access Contract registered with file no. [ ] in the Repository of RFI agreements, (hereafter referred to as the “**Agreement**” [*which refers to either a Framework Agreement or a network Access Contract*]), concerning the rail infrastructure capacity / [access to and use of the rail infrastructure ] valid until [ ... ].
- a1) [On [...], the RU submitted a request for railway capacity, in accordance with the rules laid down in the NS]<sup>4</sup>.
- b) On [ ... ], the RU requested \_\_\_ retail space(s) at the station of [ ... ], from RFI, for the purpose of installing self-service ticket machines / removable information desks / ticket validators.
- c) RFI is the owner and commercial manager of the railway station of [ ... ].
- d) The NS contains the "Procedure for the allocation of retail spaces for self-service ticket machines and information desks (hereinafter referred to as the “**Procedure**”)", consistently with which the Parties have agreed to an appropriate solution capable of meeting the RU’s needs.
- e) The Parties desire to enter into a Lease Agreement (hereinafter the “**Lease**”), under which RFI rents out to the RU the retail spaces better detailed hereunder.
- f) The Parties acknowledge and mutually agree that the said spaces shall be used exclusively for transport-related activities.

NOW THEREFORE the Parties hereby covenant and agree as follows:

**Article 1**

**RECITALS AND ATTACHMENTS**

The recitals above and the documents referred to herein, regardless of whether or not they are attached hereto, are made an integral and essential part hereof and incorporated herein by reference.

**Article 2**

**SCOPE**

RFI hereby rents to the RU, which accepts, the retail spaces owned by RFI and located inside the train station of [ ] -, (hereinafter referred to collectively as the “**Spaces**”), registered at the Land and Property Registry (Catasto Fabbricati), sheet ....., parcel(s) ....., with a total area of ..... m2, so that the RU may install [...] (*specify the number in full*) self-service ticket vending machines (hereinafter

<sup>4</sup> This recital is alternative to recital a) and should be introduced only if the RU has not yet concluded either a Framework Agreement or infrastructure Access Contract, but has presented a request for rail capacity.

referred to as the "**Ticket machines**"), and / or [...] (*specify the number in full*) removable information desks (hereinafter referred to as the "**Desks**"), and / or [...] (*specify the number in full*) Ticket Validators.

The total area of the Spaces herein is specified in Annex 1, which also contains a map of the station showing the position of each Ticket Machine and/or Desk and/or Ticket Validator.

The Spaces are accepted by the RU in their condition "as is" and the RU acknowledges that they are suitable for their intended use. The technical characteristics of the Ticket machines / Desks / Ticket Validators herein are described in Annex 2 hereto, as developed under the responsibility of or by a specialist company, on behalf of the RU.

The Parties mutually agree that the scope hereof is strictly related to the transport operations carried out by the RU and is, therefore, ancillary and related to the Agreement, as a result of which Law 392/78 shall not apply.

[The Parties mutually agree that the scope hereof is strictly related to the transport operations the RU intends to provide by concluding the Access Contract, to which the effectiveness of this Lease is subordinated and to which this Lease is attached as an ancillary and related document, as a result of which Law 392/78 shall not apply.]<sup>5</sup>

#### **Article 2 bis**

##### **MINIMUM FITTINGS/CHARACTERISTICS OF THE PROPERTY**

The minimum fittings/characteristics of the spaces are referred to in the current edition of the Network Statement.

#### **Article 3**

##### **TERM**

This Lease shall enter into effect on [ ] and expire on [ ], which is the same expiry date of the Agreement.

This Lease shall be automatically renewed each time a new extension to the Agreement is agreed to.

This Lease shall not be renewed if the RU notifies RFI – by registered letter with proof of receipt, or alternatively by certified email, at least [*4 months in the case of an Access Contract and 6 months in the case of a Framework Agreement*] months prior to the expiry date – that it does not intend to renew the contract. In this case, no charges will be applied to the RU, as a result simply of its notice of termination.

The Parties understand that, in view of the ancillary nature of the Lease, in the event of the termination of the Agreement for any reason, this Lease shall also be terminated forthwith and the RU shall be required to surrender the Spaces as provided for in article 7 below.

#### **Article 4**

##### **USE OF SPACES – NO SUBLETTING**

The RU undertakes not to temporarily, partially or otherwise change the intended use of the Spaces. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU is expressly prohibited from subletting the Spaces, in whole or in part.

The Parties acknowledge that the RU undertakes full responsibility towards RFI for any damage and / or injuries to its employees, possible service contractors and third parties, in connection with the operation of this Lease.

#### **Article 5**

##### **NO ASSIGNMENT**

The RU undertakes not to assign this Lease, in whole or in part. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU must give prior consent to the assignment of this Lease, pursuant to articles 1406 and 1407 of the Civil Code.

#### **Article 6**

##### **RENT – TERMS AND CONDITIONS OF PAYMENT**

The Rent payable for the Spaces herein totals € [...], plus VAT, of which:

€ [...] for the Ticket machines;

€ [...] for the Desks; and

€ [...] for the Ticket Validators.

The annual rent, including the other charges related to the operation of the common parts of the station facility, shall be paid by the RU – running from the effective date of the contract – in four quarterly instalments, in advance, falling due 30 days after the date of the relevant rental invoice. RFI shall send the relevant invoices to the RU, by certified or ordinary email, within 5 days from the issue thereof.

The amount is determined based on the area of the Spaces and the charges indicated in the current NS at the date of signing of the Contract and, therefore, may be updated during the period of execution of the present agreement, consistently with the applicable regulations and any other measures on the matter issued by the Transport Regulation Authority.

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<sup>5</sup> Alternative clause to the preceding paragraph, to be included only if the RU has concluded neither a Framework Agreement nor an Access Contract.

Where the first instalment does not cover a full calendar quarter, the RU shall pay a proportion of the rent based on the number of days of use of the Spaces, which amount shall be included in the rental invoice for the following quarter. Default interest will be calculated in accordance with art. 5 of Legislative Decree 231/2002.

#### **Article 7**

##### **SURRENDER OF THE SPACES – IMPROVEMENTS AND ADDITIONS**

Upon termination of the Lease, for whatever reason, the RU undertakes to surrender the Spaces within 10 (days) from the date of termination, in the same conditions in which they were received.

In the case of delay in surrendering the Spaces, the RU will be required to pay a penalty, on top of the agreed rent, equal to five (5) times the rent per day of delay.

In the event of improvement works and additions made to the Spaces by the RU, during the term of the Lease, even with RFI's consent and / or tolerance, the latter may, at the termination hereof and at its sole discretion, either request the RU to restore the Spaces to their original condition or maintain the alterations made.

In any case, the RU undertakes not to make any claims for compensation or reimbursement, even in the event of early termination, with respect thereto.

#### **Article 8**

##### **WITHDRAWAL**

The RU is entitled to withdraw at any time from this Lease, by giving at least 6 months notice to RFI, to this effect, by registered letter with proof of receipt, or alternatively certified email. The RU shall be required to pay to RFI the consideration due until the effective date of the withdrawal.

#### **Article 9**

##### **INSPECTION**

The RU undertakes, during the term hereof, to allow any persons employed or appointed by RFI to inspect the Spaces, at any time and with adequate notice, in order to verify whether the Spaces are used for their intended purpose, and to check the RU's compliance with the obligations required by law or this Lease. It is understood that the inspections shall be conducted in such a manner as not to interfere with the operation of the Spaces.

#### **Article 10**

##### **FITTING OUT AND MAINTENANCE**

RU accepts the Spaces rented out in the condition "as is". Ordinary and extraordinary maintenance interventions and also the upgrading/standardisation of spaces shall be carried out by RFI with expenses borne by the same.

If the Spaces cannot be operated, for reasons dependent on RFI, the latter undertakes - within 24 hours from receiving a notice to this effect from the RU - to take the necessary measures for making the Spaces fully operable once again. However, if the Spaces are inoperable for a prolonged period of time, RFI undertakes to make every effort to provide the RU with other spaces which it deems to be equally suitable in compliance with the principle of equal visibility and accessibility within the limits of the available area.

#### **Article 11**

##### **RELOCATION OF OR CHANGES TO THE LEASED SPACES**

In the case of requirements relating to the realisation of redevelopment projects, maintenance or in the presence of proven needs linked to railway operations, with an advance notification of not less than 10 days RFI may present a request to the RU, asking it to temporarily deactivate Ticket Dispensers/Information Desks/Stamping machines or, with an advance notice of not less than 15 days, requesting the temporary or definitive replacement of assigned spaces with others deemed by RFI as equivalent in compliance with the principle of equal visibility and accessibility for travellers, and within the limits of available areas.

Being aware of the particular intended use of the Spaces located in the railway areas, the RU accepts and commits to take action within 15 days following the request presented by RFI. In these cases RFI notifies the RU of the periods of inactivity and/or of any new location that has been envisaged for Ticket Dispensers/Information Desks/Stamping machines. The relocation and recovery of functionality in the new spaces will be arranged and carried out by RFI (the relocation may be managed by the RU if performance of this duty is requested by the latter).

In the event that, in accordance with its requirements, the RU requests the repositioning of Ticket Dispensers/Information Desks/Stamping machines, where feasible, this operation will be under the full responsibility of the RU, which will bear the relative costs, including those relating to installation and set-up. It is understood that where a deactivation/replacement request occurs following events not within the control of RFI and which cannot be planned, the RU will be immediately available to permit execution of the operation that has been requested.

RFI will be available, for the same requirements referred to in the first clause, for the repositioning of Ticket Dispensers/Information Desks/Stamping machines also outside the station building, where possible, without prejudice to compliance with the principle of equal visibility and accessibility for travellers. This repositioning will be managed by the RU and at the expense of RFI after sharing the cost estimate.

Moreover, RFI may request the RU, without the latter being entitled to any compensation, indemnification and / or claim, to accept the relocation of the Ticket machines and / or Desks and/or Ticket Validators, albeit in accordance with the principle of equal visibility



and accessibility by passengers and with the Procedure, if the relocation becomes necessary, as a result of the rearrangement of or changes to the station premises or layout.

RFI, in order to meet any requests received from other train operators, and in compliance with the Procedure, may also reduce the area of the Spaces herein, even during the term hereof, without this entitling the RU to any compensation, indemnification and / or claim, except with regard to rent adjustments.

It is understood that, in the event of any permanent changes to the perimeter of the Spaces, the Parties shall mutually agree to amend and replace Annex 1 to the Lease (layout plan).

#### **Article 12**

##### **COSTS FOR UTILITIES AND SERVICES**

The RU shall incur any utility and service costs relating to the Spaces (e.g. electricity, telephone, etc. bills), consistently with the needs and precautions related to the railway station in which the Spaces are located.

The RU, at RFI's request, shall disconnect the utilities (electricity, telephone, etc. lines), under its own responsibility and at its own expense, and in accordance with the instructions received from RFI, and shall comply with the necessary formalities for requesting waste collection by the competent local authorities and pay the relevant fees.

RFI accepts no liability for the interruption of the utility and other services above, for reasons beyond its control.

#### **Article 13**

##### **PERFORMANCE BOND AND SECURITY DEPOSIT**

Within 30 (thirty) days from the execution hereof, the RU shall provide a performance bond, issued by a bank or insurance company, for the amount of € ..... (*amount written out in full*) [based on the value of a contract quarter, including VAT], to secure all its obligations hereunder, including the payment of the applicable penalties, which performance bond shall be enforceable on demand, with no exceptions whatsoever and unconditionally, and taken out with a prime company, approved by RFI, and shall be blocked and unconditionally in favour of RFI and valid until the 180th day after the expiry of the Lease, providing for the explicit waiver, by the guarantor, to enforce paragraphs 2 and 3 article 1957 of the Civil Code, as well as the derogation of articles 1944(2) and 1945 of the Civil Code.

Regardless of the term hereof, the RU may decide to take out the performance bond, as stated in the preceding paragraph, for a term of one year. In this case, however, the bond must necessarily contain a tacit renewal clause. The RU, in the event the bond is terminated by the issuing bank, shall notify to RFI to this effect and shall take out a similar bond, no later than 30 days after the termination of the previous bond, with a term until 180 days after the contract expiry date, otherwise the contract shall be terminated forthwith, in pursuance of article 1456 of the Civil Code, at the RU's expense.

The performance bond may be released, subject to prior authorisation by RFI in writing, to the issuing bank, as soon as all the obligations of any kind between the Parties, in connection with this Lease, have been fulfilled, and no damage, or possible causes of damage, by the RU, its employees or any third parties for which the RU is responsible, found.

RFI has the right to enforce the performance bond, in the event of any failures by the RU and with respect to its obligations hereunder. In these cases, the RU, within thirty (30) days from the enforcement, shall be required to restore the performance bond to its original amount, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code

The RU, should this Lease be renewed, shall also extend and / or restore the performance bond to its original amount, within 30 days from the date of expiry of the first term of the contract, until the 180th day following the new expiry date, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code.

In place of the constitution of a bank or insurance surety, to guarantee all the obligations assumed with the Contract, RU has the right to choose the payment a sum equal to three monthly instalments of the annual fee including VAT, within 30 days from the signing of the Contract, as a security deposit (hereinafter Deposit). The Deposit must be paid by RU to RFI by bank transfer to the following IBAN \_\_\_\_\_.

RFI, with the signing of the Contract, will issue RU a receipt of the Deposit received.

RFI has the right to make use of the Deposit from time to time for any case of non-compliance of the RU with the obligations assumed with the Contract. In such cases, RU, within 30 (thirty) days of requisition, must, under penalty of legal termination pursuant to art. 1456 cc of the Contract, to replenish the Deposit.

RFI, upon termination of the Contract for any reason, except for the cases referred to in the following art. 17 (Termination), will be required to return the amount deposited as a security to RU within and no later than 30 (thirty) days.

#### **Article 14**

##### **RU'S OBLIGATIONS**

The RU undertakes to keep the Spaces in excellent condition and to abide by and enforce the applicable safety and damage, accident and fire prevention and environmental protection regulations, as well as the health and safety at work and all other applicable regulations, also undertaking to ensure the efficiency of the relevant systems and to comply with all the requirements laid down by the public authorities, exempting RFI from any liability for which it is not directly responsible. The RU shall be required to fully comply with all the applicable regulatory formalities, under its own responsibility and at his own expense, and must, if necessary, contact the competent RFI officers, in relation to the observance thereof.

If the RU needs to replace or remove one or more Ticket machines / Desks/Ticket Validators, it must give at least 30 days' notice, in writing, to RFI.

The rent due hereunder shall then be adjusted by RFI in the rental invoice for the following quarter, with effect from the date of any actual changes in the number or size of the Spaces.

**Article 15**  
**RFI's OBLIGATIONS**

Effective from the execution of this Lease, RFI undertakes to ensure the safety coordination of any works for the adaptation of the Spaces carried out by RFI and the RU (or a contractor appointed by the RU).

**Article 16**  
**HOLD HARMLESS CLAUSE - INSURANCE**

The RU, in accordance with Article 2051 of the Civil Code, is responsible for any damage to the Spaces, or the areas in which the Ticket machines and / or Desks and/or Ticket Validators are located. In particular, the RU is liable for the damage and injuries caused in connection with the performance hereof.

The RU undertakes to hold RFI harmless from and against any claims or legal actions by third parties, in connection with the operation of the Spaces. The RU is responsible toward both RFI and any third parties for any abuse or neglect in the use of the Spaces and related facilities.

RFI accepts no obligations in relation to the safe custody of the Ticket machines and / or Desks and/or Ticket Validators installed and operated by the RU in the Spaces, nor does it accept responsibility for any damage thereto, or to any other installations belonging to the RU, as a result of acts of vandalism, sabotage, theft or other actions by third parties.

The RU is required to provide the following insurance policies, for the entire term of the Lease and taking effect at the start of the works for fitting out the Spaces, with a prime insurance company, prior to the start of the said works, and shall send a copy thereof to RFI:

- a) a fire insurance policy covering the property located in the Spaces, based on the actual value of the property and its contents. This cover shall be extended to include any damage to the Spaces and RFI for a maximum sum, per event, of € ... .. [to be determined depending on the location and the Spaces and the station] ..... .. (amount written out in full), as well as to any "neighbours", for a maximum sum, per event, of € \_\_\_\_\_ [to be determined depending on the location and the Spaces and the station] (amount written out in full);
- b) a third party liability policy (RCT) covering all the risks associated with the operation of the Spaces, as provided for herein, for a maximum sum, per event, of € 3,000,000 (three million euros).  
Alternatively to taking out a new insurance policy, the RU may produce a copy of the extension of an existing insurance policy, provided that it explicitly envisages a cover for the damage referred to herein, in any case subject to a broader and preventive assessment of the policy by RFI.

**Article 17**  
**TERMINATION**

Subject to the general provisions of the Civil Code (article 1453 et seq. of the Civil Code), or other contract provisions, and in any case without prejudice to the right to compensation, RFI reserves the right to terminate this Lease forthwith, in whole or in part, in pursuance of article 1456 of the Civil Code, without the need for prior and formal notice to this effect, simply by means of a letter with proof of receipt, in any of the following cases:

- the violation of the applicable anti-mafia regulations and the filing of actions and / or legal proceedings under the applicable anti-mafia regulations, against the legal representatives and directors of the RU;
- any serious breaches of the law;
- the failure by the RU to pay the amounts due within the established deadlines;
- the illegal subletting of the Spaces or the total and / or partial assignment of this Lease, in any way;
- any changes to the use of the Spaces, or violation of the obligations under articles 4, 5, 9, 13, 16 and 21 hereof;
- the failure to provide the performance bond or restore it to its original amount, in accordance with article 13 above;
- if the RU ceases to operate as a railway undertaking, for any reason;
- the issuing, by a court of law, of a final judgment against the RU, or one or more of its directors, for breach of the regulations governing the responsibilities of corporations, pursuant to Legislative Decree 231/2001, as amended.

In all the above cases, the RU must surrender the Spaces herein, without any right to compensation or damages, and free of any persons or property, within fifteen (15) days from receiving RFI's notice of its decision to terminate this Lease. Article 7 hereof shall apply in the event of any delays in surrendering the Spaces.

**Article 18**  
**JURISDICTION**

The Parties agree that any disputes arising out of or in connection with this Lease shall be exclusively referred for settlement to the Court having jurisdiction over the area where the Spaces are located.

**Article 19**  
**SERVICE ADDRESS**

The service address of the Parties, for all administrative, fiscal and judicial purposes are, respectively:

RFI S.p.A.  
Rome - Piazza della Croce Rossa 1.

RU:

**Article 20**

**CONTRACTING COSTS**

The RU shall bear the costs of concluding and posting this Contract, as well as the costs of the necessary copies, accompanied, where applicable, by the relevant annexes.

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 21**

**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 Contract 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:

- d) 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 [.....] .....
- e) which inspire the management, organisation and control models, aimed at preventing the offences envisaged by Legislative Decree no. 231/2001;
- f) 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 22**

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

#### For Rete Ferroviaria Italiana SpA (or for the Company which stipulates the contract in the name and on behalf of RFI):

The **Data Controller** is ..... represented by the Chief Executive Officer, who can be contacted at the email address ..... with registered office in .....

The **Data Protection Officer** can be contacted at .....

#### 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].

For the execution 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 with registered office in Rome, Piazza della Croce Rossa 1.

The **Data Protection Officer** can be contacted at 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 23 ATTACHMENTS

The following attachments are made an integral and substantial part of this Lease and incorporated herein by reference:

- 1 - Description and layout of the Spaces;
- 2 - Technical characteristics of the Ticket machines / Desks / Ticket Validators;
- 3 - [...].

Signature

(\*) Upon conclusion of the contract, a proposal shall be sent by RFI, and an acceptance shall be returned, signed by the RU, as a sign of full and unconditional acceptance.

**STANDARD FORM OF LEASE FOR RENTING TICKET OFFICE/CUSTOMER RECEPTION PREMISES AT THE STATION OF .....**

**RETE FERROVIARIA ITALIANA** – Società per Azioni – Ferrovie dello Stato Italiane Group – a “single-shareholder company” managed and coordinated by Ferrovie dello Stato Italiane S.p.A., under Article 2497 sexies of the Civil Code and Legislative Decree 112/15, with registered office at Piazza della Croce Rossa 1, 00161 Rome, Fiscal Code and Companies’ Registry of Rome No. 01585570581, R.E.A. no. 758300, VAT registration number 01008081000, hereinafter also referred to as “**RFI**”, represented by ..... born in ..... on ....., acting in his/her capacity as....., by virtue of the powers vested in him/her under the (*specify the details of the power vesting document in accordance with Italian practice, namely, the notarial details such as the so-called “repertorio” and “rogito” numbers*) .....,

**AND**

....., with registered office at ....., tax identification no., VAT registration no. ...., and the Companies’ Registry registration no. ...., REA no. .... - hereinafter also referred to as the “**RU**”, represented by ..... born in ..... on ....., acting in his/her capacity as ....., by virtue of the powers vested in him/her under the ..... dated ..... notarial file no. ....

Hereinafter also referred to individually as the "Party" and jointly as the "Parties".

**Recitals:**

- a) The RU and RFI have entered into [...] a Framework Agreement / Access Contract registered with file no. [ ] in the Repository of RFI agreements, (hereafter referred to as the “**Agreement**” [*which refers to either a Framework Agreement or a network Access Contract*]), concerning the rail infrastructure capacity / [access to and use of the rail infrastructure ] valid until [ .... ].
- a1) [On [...], the RU submitted a request for railway capacity, in accordance with the rules laid down in the NS]<sup>6</sup>.
- b) On [ .... ], the RU requested the use of retail premises at the station of [ .... ], from RFI, for the purpose of opening a ticket office [and/or customer assistance/reception] therein.
- c) RFI is the owner and commercial manager of the railway station of [ .... ].
- d) The RFI website features the “Procedure for the allocation of premises for staff-operated ticket offices and customer reception and assistance”.
- e) The Parties have agreed to an appropriate solution capable of meeting the RU’s requests, in accordance with the above mentioned Procedure.
- f) The Parties therefore desire to enter into a Lease Agreement (hereinafter the “**Lease**”), under which RFI rents out to the RU the premises better detailed hereunder.
- g) The Parties acknowledge and mutually agree that the said premises shall be used exclusively for transport-related activities.

NOW THEREFORE the Parties hereby covenant and agree as follows:

**Article 1**

**RECITALS AND ATTACHMENTS**

The recitals above and the documents referred to herein, regardless of whether or not they are attached hereto, are made an integral and essential part hereof and incorporated herein by reference.

**Article 2**

**SCOPE**

RFI hereby rents to the RU, which accepts, the retail premises owned by RFI and located inside the train station of [ ] - registered with the relevant Land Registry of [.....], on map [.....], parcel [.....], for a total area of [.....] square metres, as better detailed in annex 1 hereto (hereinafter the “**Premises**”), which the RU shall use as a staff-operated ticket office [and/or for providing passenger assistance/reception]. The Premises are accepted by the RU in their condition “as is” and the RU acknowledges that they are suitable for their intended purpose.

The Parties mutually agree that the scope hereof is strictly related to the transport operations carried out by the RU and is, therefore, ancillary and related to the Agreement, as a result of which Law 392/78 shall not apply.

<sup>6</sup>This recital is alternative to recital a) and should be introduced only if the RU has not yet concluded either a Framework Agreement or infrastructure Access Contract, but has presented a request for rail capacity.

[The Parties mutually agree that the scope hereof is strictly related to the transport operations the RU intends to provide by concluding the Access Contract, to which the effectiveness of this Lease is subordinated and to which this Lease is attached as an ancillary and related document, as a result of which Law 392/78 shall not apply.]<sup>7</sup>

**Article 2 bis**  
**MINIMUM FITTINGS/CHARACTERISTICS OF THE PROPERTY**

The minimum fittings/characteristics of the spaces are referred to in the current edition of the Network Statement.

**Article 3**  
**TERM**

This Lease shall enter into effect on [ ] and expire on [ ], which is the same expiry date of the Agreement.

This Lease shall be automatically renewed each time a new extension to the Agreement is agreed to.

This Lease shall not be renewed if the RU notifies RFI – by registered letter with proof of receipt or certified email, at least [*4 months in the case of an Access Contract and 6 months in the case of a Framework Agreement*] months prior to the expiry date – that it does not intend to renew the contract. In this case, no charges will be applied to the RU, as a result simply of its notice of termination.

The Parties understand that, in view of the ancillary nature of the Lease, in the event of the termination of the Agreement for any reason, this Lease shall also be terminated forthwith and the RU shall be required to surrender the Premises as provided for in article 7 below.

**Article 4**  
**USE OF PREMISES – NO SUBLETTING**

The RU undertakes not to temporarily, partially or otherwise change the intended use of the Premises. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU is expressly prohibited from subletting the Premises, in whole or in part.

The Parties acknowledge that the RU undertakes full responsibility towards RFI for any damage and / or injuries to its employees, possible service contractors and third parties, in connection with the operation of this Lease.

**Article 5**  
**NO ASSIGNMENT**

The RU undertakes not to assign this Lease, in whole or in part. The failure to comply with this provision shall entail the termination of this Lease, pursuant to article 1456 of the Civil Code.

The RU must give prior consent to the assignment of this Lease, pursuant to articles 1406 and 1407 of the Civil Code.

**Article 6**  
**RENT – TERMS AND CONDITIONS OF PAYMENT**

The annual rent for this Contract is € [.....], plus VAT, includes the other charges related to the operation of the common parts of the station.

The rent shall be paid by the RU – running from the effective date of the contract – in four quarterly instalments, in advance, falling due 30 days after the date of the relevant rental invoice. RFI shall send the relevant invoices to the RU, by certified or ordinary email, within 5 days from the issue thereof.

The amount is determined based on the area of the Spaces and the charges indicated in the current NS at the date of signing of the Contract and, therefore, may be updated during the period of performance of the present agreement, consistently with the applicable regulations and any other measures on the matter issued by the Transport Regulation Authority.

Where the first instalment does not cover a full calendar quarter, the RU shall pay a proportion of the rent based on the number of days of use of the Spaces, which amount shall be included in the rental invoice for the following quarter.

Default interest will be calculated in accordance with art. 5 of Legislative Decree 231/2002.

**Article 7**  
**SURRENDER OF THE PREMISES – IMPROVEMENTS AND ADDITIONS**

Upon termination of the Lease, for whatever reason, the RU undertakes to surrender the Premises within 30 (thirty) days from the date of termination, in the same conditions in which they were received.

In the case of delay in surrendering the Premises, the RU will be required to pay a penalty, on top of the agreed rent, equal to five (5) times the rent per day of delay.

It is expressly agreed that - by way of application of current legislation in force on the regulation of the use and management of the railway infrastructure, used for railway services, in accordance with Legislative Decree 112/2015 and the resolutions adopted by the TRA - should it become necessary to make available to another railway undertaking spaces that are covered by this Agreement and for the same use, the RU will be obliged to return the Property or a portion of the Property that will be requested by RFI no later than 60 days following receipt of the request. RFI shall remain responsible for the implementation, where possible, of any structural

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<sup>7</sup> Alternative clause to the preceding paragraph, to be included only if the RU has concluded neither a Framework Agreement nor an Access Contract.

interventions required for the remodelling of the spaces and also for supplying the minimum fittings/facilities referred to in Article 2 bis.

In the event of improvement works and additions made to the Premises by the RU, during the term of the Lease, even with RFI's consent and / or tolerance, the latter may, at the termination hereof and at its sole discretion, either request the RU to restore the Premises to their original condition or maintain the alterations made.

In any case, the RU undertakes not to make any claims for compensation or reimbursement, even in the event of early termination, with respect thereto.

**Article 8  
WITHDRAWAL**

The RU is entitled to withdraw at any time from this Lease, by giving at least 6 months notice to RFI, to this effect, by registered letter with proof of receipt. In any case, the RU will be required to pay a penalty equal to the charges due for the next 6 months after the effective date of the withdrawal. Without prejudice to the payment of the consideration provided for and envisaged in the said article 6 until the actual date of withdrawal, the RU shall, in any case, pay a penalty equal to the value of 2 quarterly instalments of the consideration due or, in the event of agreement expiring before 6 months from the effective date of withdrawal, equal to the number of months before the termination of the agreement.

**Article 9  
INSPECTION**

The RU undertakes, during the term hereof, to allow any persons employed or appointed by RFI to inspect the Premises, at any time and with adequate notice, in order to verify whether the Premises are used for their intended purpose, and to check the RU's compliance with the obligations required by law or this Lease. It is understood that the inspections shall be conducted in such a manner as not to interfere with the operation of the Premises.

**Article 10  
NO ADVERTISING**

The RU is expressly prohibiting from putting up advertising posters or signs in the Premises, because the exploitation thereof for advertising purposes is reserved to RFI, either directly or through third parties. The RU shall only be allowed to put up posters or signs relating to the nature of the operations carried out in the Premises and the name and / or logo of the operator, as well as any communications relating to the transport services.

**Article 11  
MAINTENANCE**

The property is licensed for use in the actual state and condition in which it is conceded. With regard to the minimum fittings/facilities referred to in article 2 bis interventions for compliance with current legislation and both ordinary and extraordinary maintenance shall in any case occur under the full responsibility and at the expense of RFI. Extraordinary maintenance of the structural parts of the building shall remain within the sphere of responsibility of RFI, that relating to any changes that are made or requests presented by the RU relating to its own specific needs.

The Property must be diligently maintained in good condition and state of repair by the RU, which must guarantee at its own expense its functionality, decorous aspect and any minor maintenance repairs as per article 1609 of the Civil Code. Furthermore, the ordinary and extraordinary maintenance of movable assets owned by the RU must be carried out at its own expense.

If the Premises cannot be used, for reasons dependent on RFI, the latter undertakes to intervene to restore operation of the Property within twenty-four hours following the reporting of the event in question.

However, if the Premises are inoperable for a prolonged period of time, RFI undertakes to make every effort to provide the RU with other equally suitable premises deemed by RFI to be appropriate and equivalent and in compliance with the principle of equal visibility and accessibility for travellers, within the limits of the available areas.

**Article 12  
RELOCATION OF OR CHANGES TO THE LEASED PREMISES**

In the case of requirements relating to the realisation of redevelopment projects, with an advance notice of 60 days, or in the presence of proven needs relating to railway operation, with advance notice of 30 days, under its sole responsibility and at its own expense RFI may communicate to the RU the need to definitively replace a part or all of the premises with another suitable and equivalent property in compliance with the principle of equal visibility and accessibility for travellers, and within the limits of the available areas. Being aware of the particular intended use of spaces located in the railway context, the RU shall accept and undertake to implement activities for which it is responsible within 30 days following a notification submitted by RFI. It is agreed between the parties that the RU is not entitled to any compensation or form of indemnity except for the reimbursement of any expenses it may incur for the removal of equipment or furnishings and for the setting-up of the new premises.

In the case of investment projects with work-site/construction phases that provide for temporary replacements the RU accepts that RFI may replace the premises, in whole or in part and at its own expense, with another site deemed by RFI to be suitable and functional for the activity for which it was granted, in compliance with the principle of equal visibility and accessibility for travellers, and within the limits of available areas. In particular, the premises will be fitted with an electrical system (lighting/driving power) and

a data-transmission system. Also in this case it remains agreed that the RU is not entitled to any compensation or indemnity except for reimbursement of the expenses it may incur for the reallocation of equipment or furnishings.

In the case of both permanent and temporary replacement RFI undertakes to render the new premises available and functional within the period of time communicated and the RU undertakes to remove all persons and any property from the premises used by the established date.

It is mutually agreed that where a replacement request occurs as a result of events for which RFI is not responsible and which could not be planned the RU shall be immediately prepared to accept what has been requested.

#### **Article 13**

##### **COSTS FOR UTILITIES AND SERVICES**

The RU shall incur any utility and service costs relating to the Premises (e.g. water, electricity, telephone, gas, etc. bills), consistently with the needs and precautions related to the railway station in which the Premises are located.

The RU, at RFI's request, shall disconnect the utilities (water, electricity, telephone, gas, etc. lines), under its own responsibility and at its own expense, and in accordance with the instructions received from RFI, and shall comply with the necessary formalities for requesting waste collection by the competent local authorities and pay the relevant fees.

RFI accepts no liability for the interruption of the utility and other services above, for reasons beyond its control.

#### **Article 14**

##### **PERFORMANCE BOND**

Within 30 (thirty) days from the execution hereof, the RU shall provide a performance bond, issued by a bank or insurance company, for the amount of € ..... (*amount written out in full*) [based on the value of a contract quarter, including VAT], to secure all its obligations hereunder, including the payment of the applicable penalties, which performance bond shall be enforceable on demand, with no exceptions whatsoever and unconditionally, and taken out with a prime company, approved by RFI, and shall be blocked and unconditionally in favour of RFI and valid until the 180th day after the expiry of the Lease, providing for the explicit waiver, by the guarantor, to enforce paragraphs 2 and 3 article 1957 of the Civil Code, as well as the derogation of articles 1944(2) and 1945 of the Civil Code.

Regardless of the term hereof, the RU may decide to take out the performance bond, as stated in the preceding paragraph, for a term of one year. In this case, however, the bond must necessarily contain a tacit renewal clause. The RU, in the event the bond is terminated by the issuing bank, shall notify to RFI to this effect and shall take out a similar bond, no later than 30 days after the termination of the previous bond, with a term until 180 days after the contract expiry date, otherwise the contract shall be terminated forthwith, in pursuance of article 1456 of the Civil Code, at the RU's expense.

The performance bond may be released, subject to prior authorisation by RFI in writing, to the issuing bank, as soon as all the obligations of any kind between the Parties, in connection with this Lease, have been fulfilled, and no damage, or possible causes of damage, by the RU, its employees or any third parties for which the RU is responsible, found.

RFI has the right to enforce the performance bond, in the event of any failures by the RU and with respect to its obligations hereunder. In these cases, the RU, within thirty (30) days from the enforcement, shall be required to restore the performance bond to its original amount, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code

The RU, should this Lease be renewed, shall also extend and / or restore the performance bond to its original amount, within 30 days from the date of expiry of the first term of the contract, until the 180th day following the new expiry date, failing which RFI shall be entitled to terminate this Lease in accordance with article 1456 of the Civil Code.

#### **Article 15**

##### **RU'S OBLIGATIONS**

The RU undertakes to keep the Premises in excellent condition and to abide by and enforce the applicable safety and damage, accident and fire prevention and environmental protection regulations, as well as the health and safety at work and all other applicable regulations, also undertaking to ensure the efficiency of the relevant systems and to comply with all the requirements laid down by the public authorities, exempting RFI from any liability for which it is not directly responsible. The RU shall be required to fully comply with all the applicable regulatory formalities, under its own responsibility and at his own expense, and must, if necessary, contact the competent RFI officers, in relation to the observance thereof.

#### **Article 16**

##### **RFI'S OBLIGATIONS**

Effective from the execution of this Lease, RFI undertakes to ensure the safety coordination of any works for the adaptation of the Premises carried out by RFI and the RU (or a contractor appointed by the RU).

#### **Article 17**

##### **HOLD HARMLESS CLAUSE - INSURANCE**

The RU, in accordance with Article 2051 of the Civil Code, is responsible for any damage to the Premises, or the areas in which the Ticket machines and / or Desks are located. In particular, the RU is liable for the damage and injuries caused in connection with the performance hereof.

The RU undertakes to hold RFI harmless from and against any claims or legal actions by third parties, in connection with the operation of the Premises. The RU is responsible toward both RFI and any third parties for any abuse or neglect in the use of the Premises and related facilities.



The RU is required to provide the following insurance policies, for the entire term of the Lease and taking effect at the start of the works for fitting out the Premises, with a prime insurance company, prior to the start of the said works, and shall send a copy thereof to RFI:

- a) a fire insurance policy covering the Premises in the railway station, based on the actual value of the property and its contents. This cover shall be extended to include any damage to the Premises and RFI for a maximum sum, per event, of € ... .. [to be determined depending on the location and the Premises and the station] ..... (amount written out in full), as well as to any "neighbours", for a maximum sum, per event, of € \_\_\_\_\_ [to be determined depending on the location and the Premises and the station] (amount written out in full);
- b) a third party liability policy (RCT) covering all the risks associated with the operation of the Premises, as provided for herein, for a maximum sum, per event, of € 3,000,000 (three million euro).

Alternatively to taking out a new insurance policy, the RU may produce a copy of the extension of an existing insurance policy, provided that it explicitly envisages a cover for the damage referred to herein, in any case subject to a broader and preventive assessment of the policy by RFI.

**Article 18  
TERMINATION**

Subject to the general provisions of the Civil Code (article 1453 et seq. of the Civil Code), or other contract provisions, and in any case without prejudice to the right to compensation, RFI reserves the right to terminate this Lease forthwith, in whole or in part, in pursuance of article 1456 of the Civil Code, without the need for prior and formal notice to this effect, simply by means of a letter with proof of receipt, in any of the following cases:

- the violation of the applicable anti-mafia regulations and the filing of actions and / or legal proceedings under the applicable anti-mafia regulations, against the legal representatives and directors of the RU;
- any serious breaches of the law;
- the failure by the RU to pay the amounts due within the established deadlines;
- the illegal subletting of the Premises or the total and / or partial assignment of this Lease, in any way;
- any changes to the use of the Premises;
- the violation of the obligations under articles 4, 5, 9, 10, 14, 17 and 22 hereof;
- the failure to provide the performance bond or restore it to its original amount, in accordance with article 14 above;
- if the RU ceases to operate as a railway undertaking, for any reason;
- the issuing, by a court of law, of a final judgment against the RU, or one or more of its directors, for breach of the regulations governing the responsibilities of corporations, pursuant to Legislative Decree 231/2001, as amended.

In all the above cases, the RU must surrender the Premises herein, without any right to compensation or damages, and free of any persons or property, within fifteen (15) days from receiving RFI's notice of its decision to terminate this Lease. Article 7 hereof shall apply in the event of any delays in surrendering the Premises.

**Article 19  
JURISDICTION**

The Parties agree that any disputes arising out of or in connection with this Lease shall be exclusively referred for settlement to the Court having jurisdiction over the area where the Premises are located.

**Article 20  
SERVICE ADDRESS**

The service address of the Parties, for all administrative, fiscal and judicial purposes are, respectively:

RFI S.p.A.  
Rome - Piazza della Croce Rossa 1.

RU:

**Article 21  
CONTRACTING COSTS**

The expenses incurred in connection with the conclusion of this Lease shall be charged to the RU, including any post office expenses and costs for making photocopies of this Lease and its attachments.

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 22**

**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 Contract 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:

- g) 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 [.....] .....
- h) which inspire the management, organisation and control models, aimed at preventing the offences envisaged by Legislative Decree no. 231/2001;
- i) 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 23** **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 24**

**ATTACHMENTS**

The following attachments are made an integral and substantial part of this Lease and incorporated herein by reference:

- 1 - Layout of the Premises;
- 2 - [...].

Signature

(\* ) Upon conclusion of the contract, a proposal shall be sent by RFI, and an acceptance shall be returned, signed by the RU, as a sign of full and unconditional acceptance.

**STANDARD FRAMEWORK AGREEMENT FOR SPECIFIC FUNCTIONAL AREAS FOR THE INSTALLATION BY THE COMPANY OF TANKS FOR THE STORAGE OF WASTE WATER TO BE COLLECTED FROM TRAINS BY MEANS OF TROLLEYS EQUIPPED WITH SPECIAL TANKS FOR EMPTYING THE TRAINS' TANKS**  
(Updated in December 2021)

**RETE FERROVIARIA ITALIANA S.p.A.**, with sole shareholder, subject to the management and coordination of Ferrovie dello Stato Italiane SpA, pursuant to art. 2497 sexies of the Italian Civil Code and Legislative Decree no. 112/2015, with registered office in Rome, Piazza della Croce Rossa no. 1, share capital €31,525,279,633.00 fully subscribed and paid up, tax code and registration number with the Register of Companies of Rome 01585570581, registered with the Economic and Administrative Repertory of Rome under no. 758300 - VAT no. 01008081000 - hereinafter also referred to as "RFI", represented in this deed by Mr. ...., born at ..... on ....., domiciled for the office at ....., ....., tax code ....., as person in charge ....., pursuant to the power of attorney of ..... deeded by notary public in Rome no. .... Deed .....

**AND**

**Railway Undertaking (RU)**.....- with offices at .....no. ...., .....Post code ..... - Tax code, VAT number and registration number with the Register of Companies of..... - represented in this deed by Mr. ...., born at \_\_\_\_\_ ( ) on \_\_\_/\_\_\_/\_\_\_, acting in their capacity as .....  
RFI and the RU are hereinafter also referred to individually as the "Party" and jointly as the "Parties".

**WHEREAS**

- a) On *dd/mm/yyyy*, the RU and RFI entered into an Infrastructure Use Agreement, in respect of the tracks and services of the National Rail Infrastructure, expiring on *dd/mm/yyyy*;
- b) By note dated ..... (prot. n.....) the RU informed RFI of the need to have access to ...station areas for the purpose of equipping them with tanks for emptying the waste water from trains.
- c) Following this request, RFI started a series of inspections and checks;
- d) RFI hereby agrees to grant the RU the use of the areas it owns, which are suitable for the required use;
- e) the Parties acknowledge and mutually agree that the use of the Area is complementary to the transport activity and therefore this Agreement shall be considered as an ancillary negotiation act to the Infrastructure Access Contract and functionally linked to the latter.

**In light of the above**

the Parties represented above agree and stipulate the following:

**Article 1**

**VALUE OF RECITALS AND ANNEXES**

The recitals and annexes to this document form an integral and substantial part of this Framework Agreement (the "Agreement").

**Article 2**

**DEFINITIONS**

Unless otherwise expressly stated, capitalised terms in this Agreement shall have the following meanings:

**Agreement:** this document;

**Area(s):** each single area or all the areas owned by RFI, as detailed in Annex 1 ("List of Areas"), which are the subject of this Agreement, for use by the RU for the location of tanks for emptying the train waste water;

**ART:** the Transport Regulation Authority;

**Contract(s):** for the purposes of this Agreement, the individual contract to be entered into between the Parties for each individual Area after the Tariff has been established;

**Service Contract:** the contract by which the Autonomous Region or Province has exclusively entrusted the organisation and management of public rail transport services of regional and local interest;

**NS:** the Network Statement published and updated by RFI pursuant to Article 14 of Legislative Decree no. 112/2015.

**Tariff:** the price of the service covered by this Agreement.

**Article 3**

**PURPOSE OF THE AGREEMENT**

By this Agreement, the Parties intend to regulate the terms and conditions and the responsibilities of each of the Parties, relating to the provision by RFI, and the acceptance by the RU, of areas owned by RFI, which are suitable for the location of the tanks used to discharge the waste water from the train toilets.

The Areas covered by the Agreement are listed in Annex 1.

The handover of each Area shall be formalised by means of a specific report drawn up in accordance with the form attached to the Agreement (see Annex 2 "Area Delivery Record Template") and signed by the Parties.

The Areas shall be accepted by the RU in the state in which they are found, in law and in fact, and recognised as suitable for the agreed use.

The Parties mutually acknowledge that the conclusion of this Agreement is strictly connected with the transport activity carried out by the RU and, therefore, both the Agreement and the subsequent Agreements shall be ancillary negotiating acts to the Infrastructure Access Contract, and functionally connected to the latter, excluding the application of Law 392/78.

#### **Article 4**

##### **VALIDITY OF THE AGREEMENT**

The Agreement shall have a duration equal to...

- The Contracts shall become effective, irrespective of the date on which they are signed, on the first day of the month following the month in which the Invoice is issued.

The Contracts will not be entered into by RFI, and if already entered into, they may be terminated in accordance with article 1454 of the Italian Civil Code, if the RU fails to pay the Invoice within the terms set out in art. 7 below.

Each individual Contract shall include an automatic renewal clause following the conclusion of the new Infrastructure Use Contract for the subsequent train operating hours in continuity with the previous one.

Furthermore, Contracts will not be renewed:

- a) if the RU informs RFI - by registered letter or by email, at least 2 months before the expiry of the contract - of its intention not to renew the contract. In this case, no charge shall be debited to the RU, solely as a result of the notice of termination.
- b) if RFI notifies the RU - by registered letter with recorded delivery or by email, at least 2 months before the expiry of the contract - of the need to take back the property. In this case, no charge shall be debited to RFI, solely as a result of the notice of termination.
- c) If the RU fails to pay any invoices.

The Parties agree that, given the ancillary nature of the Agreement, any termination or cancellation of the Use Contract, for any reason whatsoever, shall result in the immediate termination of the Agreement, with the RU being obliged to redeliver the Property, in accordance with art. 8 below.

An identical provision will be made in each individual Contract.

#### **Article 5**

##### **USE OF THE PROPERTY - PROHIBITION TO SUBCONTRACT**

The RU - under penalty of termination of this Agreement, in accordance with article 1456 of the Italian Civil Code - undertakes not to change, even temporarily or partially, the intended use of each delivered Area.

The RU is expressly prohibited from subcontracting, in whole or in part, the Areas covered by this Agreement, without prejudice to the possibility of authorising its service contractors ("Service Contractors") to access them for the purpose of carrying out the sewage disposal, cleaning, security, maintenance, etc.

The Parties agree that the RU shall be fully liable to RFI for any damage and/or injury suffered by its Service Contractors and/or third parties, in connection with the performance of the activities under this Agreement.

#### **Article 6**

##### **TRANSFER OF THE AGREEMENT**

The RU is expressly prohibited from transferring this Agreement, in whole or in part, under penalty of termination in accordance with art. 1456 of the Italian Civil Code.

Pursuant to articles 1406 and 1407 of the Italian Civil Code, the RU consents in advance to the transfer of the Contract.

#### **Article 7**

##### **FEES, TERMS AND METHODS OF PAYMENT**

The amount due to RFI from the RU under this Agreement shall be determined on the basis of the Tariffs referred to in par 7.3.111.4. RFI will therefore issue invoice quarterly in arrears, the amount of which will be calculated on the basis of the following elements:

a) the Tariff;

b) the number of Areas delivered to the RU under this Agreement;

The amount indicated in the Invoice - inclusive of the applicable VAT - shall be paid by the RU within 60 days from the date of issue of the Invoice to the bank account indicated therein:

Late payment will result in the automatic default of the TI.

The amount of late payment interest is set out in art. 5 of Legislative Decree no. 231, of 9 October 2002, as amended by Legislative Decree no. 192 of 9 November 2012.

#### **Article 8**

##### **GUARANTEES**

For the purposes of this Agreement, pending the definition of the Tariff, the Parties agree not to provide any specific guarantee, it being understood that in the event of default RFI shall be entitled to rely on the guarantees provided under the NS for the Contract of Use where provided for, otherwise, in the cases of exemption, the forfeiture rules set out in paragraph 3.3.2.2 of the 2022 NS.

The Contracts shall provide for a security deposit to be lodged by the RU to guarantee the obligations undertaken. This deposit, which shall bear legal interest, shall be equal to ¼ (one quarter) of the annual fee for each individual Contract and shall be made on the current account held by RFI with Banco Posta (IBAN IT12D0760103200063057004). This deposit, which must be replenished in the event of its use during the term of the Contract, shall be returned to the RU at the end of the contract, after checking the condition of the Area covered by the relevant Contract and provided that the RU has properly fulfilled all its obligations under the Contract.

#### **Article 9**

##### **RETURNING THE BUILDING - IMPROVEMENTS AND ADDITIONS**

The Contracts shall provide that, at the end of each individual Contract, whatever the reason for the termination, the RU shall return the area - within and no later than 10 (ten) days from the termination - in the same condition in which it was received at the time of acceptance.

If the Area is returned late, the RU shall be required to pay, in addition to the agreed consideration, a penalty equal to 5 (five) times the daily charge.

For any improvements and additions that may be carried out during the term of this Agreement or the Contract, even with the consent and/or tolerance of RFI, RFI may, at its sole discretion, request the restoration of the Area or retain any works carried out.

In any case, the RU expressly agrees that it has no claims, even in the event of early termination, for compensation, indemnification or remuneration for the improvements and additions made to the area.

#### **Article 10**

##### **INSPECTION**

During the term of this Agreement and the subsequent Contracts, the RU undertakes to allow RFI's staff, or those appointed by it, to carry out inspections, at any time and with suitable prior notice, in order to ascertain the methods and proper use of the premises, and to monitor the RU's compliance with its legal and contractual obligations. Inspections will be carried out in such a way that they do not disrupt the work carried out in the area.

#### **Article 11**

##### **ADVERTISING BAN**

Advertising is reserved to RFI, either directly or through third parties, and the RU is therefore strictly prohibited from installing any advertising signs or notices on the area in question. Signs or placards may be affixed indicating only the type of activity carried out in the area granted for use and the name of the user company.

#### **Article 12**

##### **MAINTENANCE**

The state in which the Area is delivered for use by the RU shall be described in the delivery report, to which a plan shall be attached, indicating the following:

- Area granted in exclusive use to the RU and on which the RU shall locate its tank;
- Walkways/pathways to be used by the RU to reach the Area with its trolleys;
- Access route and vehicle parking areas where the tanks will be unloaded;
- Water connection with water intake from pipeline;
- Electrical connection to QE with dedicated switch for lighting of the Area and walkways.

RFI will provide ordinary and extraordinary maintenance of the areas and walkways. The activities necessary for the installation of the tank and for unloading shall be carried out by the RU at their own expense.

#### **Article 13**

##### **ANCILLARY CHARGES AND SERVICES**

Charges for the provision of the following services are included in the Tariff:

- ordinary and extraordinary maintenance of the Area and the walkways;
- water supply through water connection to the Area with water intake from the pipeline;
- lighting of the Area and walkways.

The RU shall be responsible for the charges relating to the disposal of the wastewater and all the waste, as well as the administrative formalities required to obtain any authorisations from the competent bodies of the municipality to which each area belongs for the performance of the wastewater discharge activities.

RFI shall not be liable for any interruption of services for reasons beyond its control.

#### **Article 14**

##### **REPLACEMENT OF THE PROPERTY**

With regard to the requirements connected with the realisation of redevelopment projects or in the presence of proven needs connected with railway operations, RFI may provide for the replacement, in whole or in part, of the Area with another suitable and equivalent one.

In this case, the RU shall not be entitled to any compensation or indemnity, except for the reimbursement of the expenses incurred by it for moving the tank and any other equipment.

#### **Article 15**

**REDETERMINATION OF ALLOCATED SPACE**

RFI, which shall be responsible for guaranteeing fair, non-discriminatory and transparent access to the services provided to the Railway Companies - including the train waste disposal service - in order to achieve an optimal and efficient allocation of the areas allocated to such services, may redetermine the perimeter of one or more Areas allocated under this Agreement or subsequent Contracts, should this be necessary in order to satisfy a similar request for space submitted by another Railway Undertaking. The RU shall not be entitled to any compensation or indemnity in this case, without prejudice to a possible redetermination of the tariff in the event the parameters on which it is based are changed.

**Article 16**

**RU OBLIGATIONS**

The RU undertakes to keep the area in the best possible state of repair and to observe and ensure compliance with all the safety, damage, accident and fire prevention and environmental protection regulations, as well as those relating to health, hygiene and any other matters relating to its use and enjoyment, and also undertakes to keep the relevant systems efficient and to comply with all the prescriptions issued in this respect by the public authorities, releasing RFI from any liability not attributable to it. All the regulatory obligations to which the RU is subject are entirely at its own expense, and the RU shall contact the competent RFI structures, if necessary, for the purpose of complying with them.

In particular, the RU undertakes, by way of example but not limited to, to:

- install tanks in the area that guarantee compliance with the regulations set out in articles 20 and 21 below;
- pay the amount indicated on the invoices to be issued under the Contracts on time;
- not transfer portions of the Area to third parties, except for access to the Service Contractors referred to in art. 5 above;
- not allow access to the Area to outsiders, with the exception of inspection visits by RFI or personnel appointed by it under art. 5;
- install all the signs required by current accident prevention legislation;
- set up and apply the provisions of current environmental protection legislation;
- set up and apply the provisions of current legislation on health and safety at work;
- ensure that no spillage has occurred after each discharge operation or promptly clean up and remove all traces of any spillage;
- ensure that the Area is kept appropriately clean and tidy at all times;
- implement all the necessary measures to avoid interruptions or limitations to railway operations (e.g. incorrect manoeuvring of vehicles, presence of unauthorised personnel on the railway premises, etc.);
- avoid damage to any existing railway structure;
- comply with the rules for the circulation of trolleys for internal station services and railway installations (currently governed by DE 12/2015) supplemented by any detailed rules prescribed by RFI at the time of registration of the trolleys and those attached to the delivery of the Areas;
- comply with the specific rules on how to enter the area and those specific to the operation of the individual site;
- not use the Area for advertising or commercial purposes.

**Article 17**

**RFI OBLIGATIONS**

By this Agreement RFI undertakes to:

- provide the RU with the exclusive availability of an Area of sufficient size to also allow the housing of the trailers used for the discharge of the wastewater, by drafting and signing a special delivery report;
- fence the area to ensure it is secure;
- provide roofing over the Area;
- provide the Area with a water and electricity connection;
- provide appropriate walkways to reach the Area using trolleys for unloading train waste;
- allow access to the Area with heavy wheeled vehicles for unloading the tank;
- ensure the lighting of the Area and the walkways;
- perform routine and extraordinary maintenance of the Area and walkways.

**Article 18**

**LIABILITY - INSURANCE**

Liability pursuant to art. 2051 of the Italian Civil Code shall be borne by the RU. In particular, the latter shall be liable for any damage and injury which may be caused to any person by the use of the powers granted in this Agreement and subsequent Contracts. If the damage caused by the RU should lead to interruptions and/or slowdowns in railway operations, the penalties envisaged for such cases by RFI shall apply.

The RU shall indemnify RFI against any harassment or action of any nature whatsoever originating from third parties as a result of its activities in the Area. The RU shall be liable both to RFI SpA and to third parties for any abuse or negligence in the use of the area and its facilities, and - in particular - for fire, obstruction of tanks, drains and columns of rubbish, water spillage, waste water spillage, etc. For this purpose, the RU has taken out the following insurance policies:

a) (if required) fire policy no. \_\_\_\_\_ of \_\_\_\_\_, absolute first loss, valid until \_\_\_\_\_ covering all damages to the rented property for the amount of €. .... (euro ..... ) per claim with the insurance company

..... This cover is extended to cover "risk of use" for a maximum per claim of € \_\_\_\_\_ (euro \_\_\_\_\_/00) and "neighbourhood recourse" for a maximum per claim of € \_\_\_\_\_ ( \_\_\_\_\_/00);

b) civil liability policy no. \_\_\_\_\_ of \_\_\_\_\_, valid until \_\_\_\_\_ for damage to third parties - TPL. -, to hold RFI S.p.A. harmless from any and all liability for damage caused for any reason to third parties and/or to the asset(s) covered by the Agreement. This policy, at absolute first risk and with a single limit of liability per claim of no less than € 10,000,000.00 (thirty million euros), was taken out with the Insurance Company \_\_\_\_\_.

The RU undertakes, under penalty of termination in accordance with art. 1456 of the Italian Civil Code, to maintain the insurance coverages referred to in paragraphs a) and b) above - also by means of successive renewals, if necessary - for the entire term of this Contract.

For the above purposes, RFI and the companies of the FS Italiane Group and their employees, as well as the Service Contractors referred to in art. 5, shall be considered third parties.

The RU undertakes to deliver a copy of these policies within 30 days from the date of signing this Agreement to \_\_\_\_ of RFI.

#### **Article 19**

##### **WITHDRAWAL**

The RU has the right to withdraw from this Agreement at any time, notifying RFI by means of a registered letter with advice of receipt or via certified e-mail, at least 60 days before the date on which the withdrawal must take effect. Without prejudice to the obligation to pay the consideration provided for in article 7 above, until the effective date of withdrawal.

#### **Article 20**

##### **TERMINATION**

Without prejudice to the general provisions of the Italian Civil Code (art. 1453 et seq. of the Italian Civil Code) or to other contractual provisions, and without prejudice in any case to the right to compensation for damages, RFI reserves the right to declare the termination of all or part of this Agreement, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, without the need for prior warning and formal notice and by simple letter with return receipt, in any of the following cases:

- infringement of any anti-mafia provisions, and the existence, against the legal representatives of the RU and its Directors, of measures and/or proceedings referred to in the current legislation on the fight against mafia crime;
- serious violations of the law;
- improper sub-transfer or assignment, in whole and/or in part, for any reason whatsoever, of this Agreement;
- change of use of the Area;
- breach of the obligations set out in articles 5, 6 and 25 of this Agreement;
- breach of the obligations regarding compulsory insurance cover set out in art. 18 of this Agreement;
- cessation, for whatever reason, of the activity of a railway undertaking;
- termination of the relevant Service Contract;
- a final and conclusive sentence against the RU and/or the Service Contractor, or one or more of its directors, for breach of the regulations on the liability of legal persons, as set out in Legislative Decree 231/2001, as amended and supplemented.
- The provision referred to in the first paragraph shall also apply to the subsequent Contracts, which shall also provide for the termination for non-payment by the RU within the agreed terms.

In all cases of termination, the RU shall be required to vacate the areas covered by this Agreement, without any right to compensation or indemnity, and free from people and things, within 15 (fifteen) days from RFI's declaration of its intention to avail itself of the express termination clause. In the event of delayed delivery, the provisions of art. 7 of this Agreement shall apply.

#### **Article 21**

##### **GENERAL PRINCIPLES OF ENVIRONMENTAL PROTECTION**

1. In carrying out its activities, the RU shall be required to fully comply with the provisions set out in the applicable environmental regulations, the procedures in force at RFI, and any further prescriptions issued by RFI (at the same time or after the conclusion of this Agreement) or by the environmental protection authorities, and to provide, in any subcontract or supply agreement, for the obligation of the subcontractor(s) or supplier(s) on site to comply with such prescriptions, rules or provisions. In particular, the RU shall be obliged to implement all the precautions, fulfilments, organisational/management measures and precautions provided for by the environmental protection regulations, so as to avoid situations of violation thereof, pollution, danger to human health and harm or danger to the environment.
2. During the term of this Agreement and of the subsequent Contracts, RFI shall be entitled to carry out inspections on the state of the Areas, also in order to verify the compliance with the prescriptions, rules or provisions referred to in paragraph 1 above. RFI may order the suspension of the activities in the event of violation of the further rules or prescriptions set out in paragraph 1 above.
3. In the event of any failure to comply with the obligations relating to environmental protection, RFI shall notify the RU, which shall be required to fulfil all the related obligations at its own care and expense, and shall also notify the fulfilment of the aforementioned requirements.
4. The RU fully releases RFI from any liability, claims and actions, also by third parties, in any case connected with the aspects and/or possible environmental criticalities of the Areas or relating to the Areas and the activities carried out in the use of the Areas.



5. The obligations, charges and costs arising from the need to adapt the state of the Area to the regulatory requirements, which may be attributed to the RU on account of wilful misconduct or negligence, including slight negligence, shall be deemed to be and shall remain entirely the responsibility of the RU, even if they are ascertained after the conclusion of this Agreement or the individual Contracts.

**Article 22**

**ENVIRONMENTAL REQUIREMENTS**

1. The RU shall organise the loading, accumulation and unloading of the wastewater in such a way as to eliminate, by means of specific technical measures, any possible risk of breakage of the tank and accidental spillage of the wastewater in the various phases of wastewater management.
2. The RU, in full compliance with the obligations set out in the applicable legislation, shall independently manage the waste resulting from the activities covered by this Agreement and subsequent Contracts, and act as "producer" thereof. If it meets the relevant legal requirements, the RU may directly carry out the transport and disposal of the waste resulting from its activities. If the RU does not meet the above mentioned requirements, it undertakes to make use of the subjects authorised to carry out the relevant activities, and to provide RFI, at its request, with copies of the authorisation/registration documents held by the subjects carrying out the waste transport and disposal activities, as well as photocopies of the IV copies of the Waste Identification Forms, in order to verify the correct disposal of the waste produced by the RU.
3. The RU undertakes to store the waste, pending its transport, disposal or recovery, in accordance with the terms and conditions set out in the applicable regulations, the RFI procedures and the indications issued. The collection and transport of waste by authorised persons for subsequent recovery/disposal must take place within the time limits allowed for temporary storage. More specifically, the RU shall ensure that the entire system for unloading the trains, accumulating, transporting and transferring them into the temporary waste storage tank and subsequently emptying the same in suitable means for transporting the waste to the disposal site, is designed and constructed in compliance with the technical regulations of the sector and their evolution and using the most advanced technological solutions.
4. The RU undertakes to fully comply with the applicable noise regulations and any further requirements of the competent administrative authorities. The RU shall be responsible for adopting the most suitable technical solutions to ensure that, while complying with the regulatory limits, the performance of the activity does not lead to situations of nuisance or potential harm beyond the normal tolerance of the receptors in the area.
5. Similarly, the tank and any equipment connected to it must be designed and operated in such a way as to eliminate any risk of emission of odours likely to cause nuisance or potential damage to health beyond normal tolerance for the receptors in the area.
6. If, during the term of this Agreement and subsequent Contracts, pollution or potential pollution situations arise or are identified, the RFI Agreement/Contract Manager shall order the suspension of the activities, if this is appropriate, necessary or imposed by the public authorities, for the purpose of timely compliance with the obligations provided for by the regulations in force on pollution and site remediation. To this end, the RU must promptly notify RFI of the circumstances relating to the occurrence of the event and all the initiatives implemented (such as, for example: the communication made in pursuance of articles 242 or 245 of Legislative Decree no. 152/2006, as amended and supplemented, the adoption of prevention measures, the adoption of emergency safety measures, etc.). RFI reserves the right to proceed with cleaning or securing the areas (if not caused by the RU), even though such action is not mandatory, but can be taken on its own initiative as "interested party" or "innocent owner". In all the cases in which proceedings are commenced in pursuance of Title V of Part IV of Legislative Decree no. 152/2006, as amended and supplemented, the RU shall not be entitled to claim for the unavailability of the areas.
7. At the end of each Contract, the RU must guarantee - also by signing a special report and carrying out specific environmental analyses, if requested by RFI - that no potential pollution of the soil, subsoil, surface or underground water, or waste spillage, or abandonment, has occurred in the areas temporarily entrusted to it.

**Article 23**

**AGREEMENT MANAGERS**

For the proper execution and administration of this Agreement, the Parties shall each appoint their own Agreement Manager:  
for RFI:  
[name, role and contact details].  
for IF:  
[name, role and contact details].

**Article 24**

**JURISDICTION**

The Parties agree that any disputes arising out of this Agreement or subsequent Contracts shall be submitted exclusively to the jurisdiction of the court where the Area is located.

**Article 25**

**DOMICILE**

For administrative, tax and judicial purposes, the RU declares that it elects its domicile in: ....., .....no..., with the understanding that if absent, it will be understood to be transferred to ....., while RFI S.p.A. in: Rome - Piazza della Croce Rossa n.1.

**Article 26**  
**CONCLUSION COSTS, TAX REGIME,**  
**REFERENCE TO THE ITALIAN CIVIL CODE**

The RU shall bear the costs incurred in connection with the conclusion of this Agreement, as well as the necessary copies and any annexes thereto. As regards value added taxes, the amounts paid are subject to VAT at the ordinary rate pursuant to art. 3 of Presidential Decree no. 633/1972; this Agreement shall therefore be registered only in the event of use pursuant to art. 5 and art. 1 of the Tariff, Part II, of Presidential Decree no. 131, of 26 April 1986.

**Article 27**  
**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 Contract 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 28**  
**DECLARATION BY THE PARTIES**

The Parties declare that the provisions of this Agreement correspond to what was agreed in the negotiations previously held, any other agreement not incorporated herein, even prior to the conclusion of this Agreement, being invalid.

This Agreement is the result of negotiations conducted between the Parties with reference to each of its individual clauses; in this regard, the Parties mutually acknowledge that the provisions of articles 1341 and 1342 of the Italian Civil Code do not apply.

**Article 29**  
**APPENDICES**

1. The following Annexes are attached to the Agreement and form an integral and substantial part thereof:
2. Annex 1 "List of Areas"
3. Annex 2 "Area delivery report form"