

Network Statement

2026

**Piedmontese
Regional
Railway
Infrastructure**

PRRI 2026

*Updated in accordance with the CEO Provisions No.16 of 12
December 2024*

Certified True Copy

List of changes to the 2026 NS – December 2024 edition

General changes

Analysis and re-elaboration of the entire document in lexical and formal terms	
Information about fees and charges for timetable 2025-2026 in definition due to the tariff proposal for regulatory period 2026-2030	
Review of the framework capacity allocation process	
Update of the Integrity Clause (formerly Code of Ethics Models 231) in the Standard Contracts of Chapters 3	
Update of services offered in the section 7	

New insertions/deletions

Obligations of a RU on termination of the agreement of Access Contract	Par. 3.3.2.4
Limitations to services in the case of default related do Access Contract	Par. 3.3.2.5
Insertion tariffs and times for complete train-route compatibility assessment	Par. 3.4.1.1
Insertion discipline for accounting of the activity of technical consultancy	Par. 3.4.1.2
Insertion of paragraph relating to transitability checks for mass and gauge	Par. 3.4.1.3
Insertion Contracts in appendix	Sec. 3
Insertion discipline on operating changes to the allocated train paths and services	Par. 4.8.1.2
Definition of Parking service	Par. 5.4.7
Definition of access to the GSM-R telecommunications network for ground-to-train communication services	Par. 5.5.1
Penalties for the RU in the event of failure to contract (partial or total) paths	Par. 5.6.3.2
Deletion “Changes to Charges”	Par. 5.8
Performance regime: penalty calculation method with reference to the Procedure for the assignment of causes of delay (PACR)	App. 5B
New subparagraphs related to the infrastructure clearance	Par. 6.3.2
New subparagraph related to the infrastructure clearance using emergency locomotives and/or back-up vehicles	Par. 6.3.3.2.1
New subparagraph related to the infrastructure clearance using breakdown cars or other suitable vehicles	Par.6.3.3.2.2
Procedures and time schedules for the rail infrastructure clearance operations providing for the utilisation of back-up locomotives/vehicles with references to PRM	Par. 6.3.3.2.3
Procedures and time schedules for the rail infrastructure clearance operations providing for equipped emergency vehicles or other suitable vehicles	Par. 6.3.3.2.4
Operating procedures for passenger announcements in the case of snow/ice emergency conditions	App.1 Sec.6
Rights and obligations of IMs and companies operating in railway passenger transport services	Par. 7.3.2.3
Procedure and timeline for requesting the service operated in the passenger stations	Par. 7.3.2.4
Insertion contracts and deletion of contracts not used in appendix	Sec. 7

Changes

Insertion of TRA Decision no.167/2024	Par. 1.3.1
Insertion of new terms connected to the framework capacity allocation process and definition of technical document	Par. 1.6
Moving of information of some tables to the ePIR portal	Sec. 2
Specification on the contents of the ePIR portal (technical documents)	Par 2.1
Insert reference to the Annex 1 of Section 7 to the compliance of the stations to the STI PRM 2008/2014	Par. 2.3.3
Updating operating hours, scheduled line interruption and timing for completing the infrastructure works	Par. 2.5
Review of the definitions connected to the degrees of use of infrastructure, specification regarding the achievement of the hourly or daily saturation threshold and new view of Table 2-3	Par. 2.7.1
Updating requirements for request for multiannual capacity of the Framework Agreement	Par. 3.2.2.1
Updating requirements for request of train paths and services for the infrastructure Access Contract	Par. 3.3.2.2
Definition of the access commercial conditions related to the Framework Agreement	Par. 3.3.1
Insertion of fares and times for complete train-route compatibility assessments and authorized vehicles	Par. 3.4.1
Definition requirements for exceptional transports	Par. 3.4.3
Insert percentage for advancing freight service	Ann. 1 Cap. 3
Edit misprint (point 5)	Par. 4.2
Modify of the information to be provided by the IM before and after the transport services, in respect of capacity reductions and reference to e-PIR portal	Par. 4.3.2
Definition of new methods for requesting capacity for the purposes of stipulating FA and specifications relating to the rejection of the request	Par. 4.4.1
Definition of new methods and timescales connected to the coordination process for the purposes of allocating framework capacity	Par. 4.4.2.2
Updating schedule for path/service requests for timetable from 14 December 2025 to 12 December 2026	Par. 4.5.1
Updating schedule for late applications	Par. 4.5.2
Updating schedule for request train paths and services for the intermediate adjustment	Par. 4.5.3
Specifications of the priority criteria of the train paths	Par. 4.6.2
Definition of the transport of dangerous freight	Par. 4.7
IM rights updates following the RU's request to change the composition compared to the contracted path	Par. 4.8.1.2
Review of services included in MAP	Par. 5.3.1

Insert timing for answer of the GI to the RU	Par. 5.4.6
Alignment with the procedure envisaged for the IFN for the PMR Assistance service	Par. 5.4.6.1
Updating Performance Regime discipline	Par. 5.7
Modify percentage to advance for freight segment (billing)	Par. 5.9
Specification of the notification to the RU regarding the strike	Par. 6.2.6
Updating tables with freight services references	Par. 6.3.2
Change to the operating methods and timing of clearance activities with the use of reserve locomotives/trains	Par. 6.3.3.2.3
Description of services related to Passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations	Par. 7.3.2.1
General review of services related to the concession of Areas, facilities and buildings for parking/storing of rolling stock and goods	Par. 7.3.5. (and following)
Specifications of the compliance of the stations to the STI PRM 2008/2014	Ann. 1 Sec. 7

Summary

SECTION 1 – GENERAL INFORMATIONS	8
1.1 INTRODUCTION.....	8
1.2 OBJECTIVE.....	8
1.3 LEGAL ASPECTS.....	8
1.4 STRUCTURE OF NETWORK STATEMENT	13
1.5 NETWORK STATEMENT VALIDITY, UPDATING PROCESS AND PUBLISHING	13
1.6 GLOSSARY	14
SECTION 2 – INFRASTRUCTURE	22
2.1 INTRODUCTION	22
2.2 EXTENT OF THE NETWORK	22
2.3 Network Description.....	25
The section from Torino Rebaudengo to Ciriè is a non-trivialized double-track; the Ciriè – Ceres route is single track.....	26
2.4 TRaffic restrictions.....	30
2.5 Operating hours.....	31
2.6 INFRASTRUCTURE DEVELOPMENT	31
2.7 ACCESS TO NETWORK.....	32
SECTION 3 – ACCES CONDITIONS	35
3.1 INTRODUCTION	35
3.2 GENERAL ACCESS REQUIREMENTS.....	35
3.3 GENERAL BUSINESS/COMMERCIAL CONDITIONS: DETAILED REGULATIONS AND OTHER RULES ESTABLISHED BY THE IM.....	37
3.4 SPECIFIC REQUIREMENTS FOR INFRASTRUCTURE	47
ANNEXES TO SECTION 3.....	51
SECTION 4 – CAPACITY ALLOCATION.....	81
4.1 INTRODUCTION	81
4.2 DESCRIPTION OF THE PROCESS	81
4.3 CAPACITY REDUCTION	82
4.4 FRAMEWORK AGREEMENT REQUEST AND CAPACITY ALLOCATION PROCESS	84
4.5 PATH ALLOCATION PROCESS.....	86
4.6 CONGESTED INFRASTRUCTURE	92
4.7 TRANSPORT OF DANGEROUS GOODS	94
4.8 RULES FOR VARIATION OF ALLOCATED PATHS	94
SECTION 5 – SERVICES AND TARIFFS	99

5.1	INTRODUCTION	99
5.2	TARIFFS SYSTEM	100
5.3	MINIMUM ACCESS PACKAGE	100
5.4	ADDITIONAL SERVICES SERVIZI COMPLEMENTARI.....	105
5.5	ANCILLARY SERVICES	113
5.5	PENALTIES AND INCENTIVES	119
5.7	PERFORMANCE REGIME (AGGIORNAMENTO DICEMBRE 2024)-.....	121
5.8	REPORTING, BILLING AND PAYMENT ARRANGEMENTS.....	121
	ANNEXES TO SECTION 5.....	125
	SECTION 6 – EXECUTION OF THE CONTRACT	133
6.1	INTRODUCTION (UPDATED IN DECEMBER 2024).....	133
6.2	OBLIGATIONS OF THE IM AND THE RUS DURING THE TERM OF THE CONTRACT.....	133
6.3	OPERATIONAL RULES.....	137
6.4	TRAFFIC CONTROL INSTRUMENTS	146
	ANNEX TO SECTION 6	147
	SECTION 7 – SERVICE FACILITIES	149
7.1	INTRODUCTION	149
7.2	GENERAL INFORMATION	149
7.3	GUARANTEED ACCES TO SERVICES FACILITIES AND SUPPLY OF SERVICES	149
7.4	SERVICE FACILITIES NOT MANAGED BY RFI.....	155
	Annex 1 to section 7	156
	Attachment 1 to section 7 - CHARACTERIZATION OF STATIONS AND STOPS	175

SECTION 1 – GENERAL INFORMATION

1.1 INTRODUCTION

Rete Ferroviaria Italiana S.p.A. (RFI) – a public limited company with a single shareholder, subject to the management and coordination of Ferrovie dello Stato Italiane S.p.A., pursuant to article 2497sexies of the Italian Civil Code and Legislative Decree 112/15 and art. 47, paragraph 4, of Law Decree no. 50 dated 24 April 2017 operates pursuant to the Deed of Transfer of the business branch of Gruppo Torinese Trasporti S.p.A (Repertory no. 69245, Collection no. 36049 of 29 December 2023) as Manager of the Piedmont regional railway infrastructure (PPRI), owned by Piedmont region.

RFI has produced this document for capacity marketing purposes, in pursuance of Legislative Decree 112/2015, as a guide to the relevant information that is currently available to Applicants wishing to access the Piedmontese Regional Railway Infrastructures and to benefit the services connected to the infrastructure provided by RFI itself.

The definition of the regulatory framework for access to the infrastructure and the principles and procedures for the allocation of capacity as well as the general regulatory guidelines of the production of services, may be subject to adaptation pursuant to what is 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 are made available in the manner provided for in par. 1.5.2.

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, this document provides a single source for the information that will be required by the interested parties to appropriately draft their bid.

Therefore, it describes:

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

1.3 LEGAL ASPECTS

1.3.1 Legal Framework

Community Legislation:

- Directive 2004/49/EC of the European Parliament and of the Council of 29 April 2004 on safety on the Community's railways and amending Council Directive 95/18/EC on the licensing of railway undertakings and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification (Railway Safety Directive);

- Directive 2004/50/EC of the European Parliament and of the Council of 29 April 2004 amending Council Directive 96/48/CE relating to the interoperability of the trans-European high-speed rail system and European Parliament and Council Directive 2001/16/EC on the interoperability of the trans-European conventional rail system;
- Regulation (EC) No. 1370/2007 of the European Parliament and of the Council of 23 October 2007 relating to public passenger transport services by road and rail and repealing Council Regulations (EEC) 1191/69 and (EEC) 1107/70;
- Directive 2007/59/EC: "Certification of train drivers responsible for driving locomotives and trains on the Community railway system";
- Directive 2008/110/EC of the European Parliament and of the Council of 16 December 2008, amending Directive 2004/49/EC on safety on the Community's railways (Railway Safety Directive);
- Decision 2011/633/EU relating to the Infrastructure Register;
- Directive 2012/34/EC of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area
- Commission Regulation (EU) 1300/2014 of 18 November 2014 on the technical specifications for interoperability for the accessibility of the Union railway system for people with disabilities and PRMs.
- Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Implementing Regulation (EU) No. 870/2014.
- Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity.
- European Parliament and Council Regulation (EU) 2016/796 of 11 May 2016, establishing a European Union Agency for Railways and repealing Regulation (EC) No. 881/2004;
- European Parliament and Council Directive (EU) 2016/797 of 11 May 2016 on the interoperability of the European Union's rail system (recast)
- European Parliament and Council Directive (EU) 2016/798 of 11 May 2016 on railway safety (recast);
- Directive (EU) 2016/2370 of the European Parliament and of the Council of 14 December 2016 amending Directive 2012/34/EU regarding the opening of the market for national rail passenger transport services and the governance of the railway infrastructure;
- Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services.
- Commission 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.
- 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";
- D.M. Transport n. 4946 of 21/1/1959 for the "Canavesana" railway, connected to the national network;
- Legislative Decree 422/97 (as subsequently amended and supplemented) on the devolution to the regional governments and local authorities of functions and tasks relating to local public transport;
- D.M. 20 October 1998 "Safety measures for rail freight terminals not included within the scope of the Ministry Decree (DM) of 5 November 1997";
- D.P.C.M. of 16 November 2000, concerning the determination and transfer to the Regional Governments of the resources enabling the exercise of the functions and tasks granted in pursuance of articles 9 and 12 of Legislative Decree of 19 November 1997 No. 422 on Local Public Transport
- Law No. 388 of 23 December 2000, article 131(1), "Provisions relating to rail transport and the request of the current public contract awarding regulations for the rail sector";
- DM 28 October 2005 on "rail tunnel safety", limitedly to the fire fighting requirements on board trains;

- Legislative Decree 162/2007 implementing directives 2004/49/EC and 2004/51/EC on the safety and development of Community railways;
- Legislative Decree 163/2007 implementing directive 2004/50/EC that amends directives 96/48/EC and 2001/16/EC on the interoperability of the trans-European railway network;
- DM 81/T of 19 March 2008 "Directive on rail operation safety";
- ANSF Decree n. 1 of 6 April 2009 (and subsequent amendments and additions) "powers regarding safety of railway traffic"
- Legislative Decree 30 December 2010, n. 247: "Implementation of Directive 2007/59/EC relating to the certification of train drivers responsible for driving locomotives and trains on the Community railway system";
- D.M. of 2 February 2011 "Determination of the requirements for issuing a national passenger licence for providing passenger train services with origin and destination inside the country" (OJ 7 April 2011);
- Legislative Decree No. 43 of 24 March 2011 "Implementing Directive 2008/110/EC of the European Parliament and of the Council of 16 December 2008 amending Directive 2004/49/EC on safety on the Community's railways;
- Law No. 214 of 22 December 2011 amending and converting into law DL No. 201 of 6 December 2011 "Laying down further urgent measures for the growth, equity and consolidation of public finances" (article 37);
- Law No. 27 of 24 March 2012 amending and converting into law DL No. 1 of 24 January 2012 "Laying down further urgent measures for competition, the development of infrastructures and competitiveness" (articles 36 and 37);
- DPR of 9 August 2013 relative to the "Appointment of the members of the Transport Regulation Authority";
- DM 5 April 2013 on the "Definition of energy-intensive industries" (OJ of 18 April 2013);
- Legislative Decree 70/2014 "Sanctions applicable to the violation of the provisions of Regulation (EC) No. 1371/2007 on rail passengers' rights and obligations;
- 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);
- 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).
- Legislative Decree 175/2016 – "Consolidated law on publicly held companies.";
- Legislative Decree 139/2018, update of Legislative Decree 112/2015, which implements 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 national rail passenger transport services and the governance of the railway infrastructure";
- Law Decree no. 50 of 24 April 2017, converted with law no. 96 of 21 June 2017, for which the Regions can conclude agreements and stipulate contracts to regulate the implementation of interventions on the regional railway network or the takeover of RFI in the management of the regional railway networks;
- Law no. 167 of 20 November 2017, "Provisions for the fulfillment of the obligations arising from Italy's membership of the European Union"
- Ministerial Decree 16/4/2018, "Identification of regional railway lines of relevance for the national railway network";
- Legislative Decree 16 November 2018, n. 130, containing: "Conversion into law, with amendments, of Legislative Decree 28 September 2018, n. 109, containing urgent provisions for the city of Genoa, the safety of the national infrastructure and transport network, the seismic events of 2016 and 2017, work and other emergencies";
- Legislative Decree 50/2019 – "Implementation of Directive 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety" of 14 May 2019;

- Legislative Decree 57/2019 - European Parliament and Council Directive (EU) 2016/797 of 11 May 2016 on the interoperability of the European Union's rail system (recast)
- Ministerial Decree 75 of 28 March 2022 "Identification of the minimum level of civil liability insurance coverage for accidents, in particular for passengers, luggage, freight, mail, third parties"
- Decision of Transport Regulation Authority no. 70 of 31 October 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";
- Decision of the Transport Regulatory Authority number 76/2014 of 27 November 2014 relating to the Procedure for Updating the Information Prospectus of the National Railway Network managed by RFI S.p.A. – 2015 edition;
- Decision of Transport Regulation Authority no. 96 of 13 November 2015 introducing the "Criteria for determining the access and usage charges of the rail infrastructure"
- Decision of the Transport Regulatory Authority n. 16/2018 relating to minimum quality conditions of national and local rail passenger transport services, characterized by public service obligations pursuant to article 37, paragraph 2, letter d), of the legislative decree of 6 December 2011, n. 201
- Decision of the Transport Regulatory Authority n. 106/2018 relating to Measures concerning the minimum content of the specific rights that users of rail transport services characterized by public service obligations can demand from the managers of railway services and infrastructures;
- Decision of the Transport Regulatory Authority n. 130/2019, Conclusion of the procedure started with resolution no. 98/2018 – "Measures concerning access to service facilities and railway services" of 30 September 2019;
- Decision of the Transport Regulatory Authority n. 98/2018 of 11 October 2018 containing "procedure aimed at defining measures concerning access to service facilities and railway services";
- Decision of the Transport Regulatory Authority n. 120/2020, Information prospectus of the 2021 network Railway lines: Settimo Torinese-Rivarolo Canavese, Rivarolo Canavese-Pont Canavese presented by Gruppo Torinese Trasporti S.p.A. - Infrastructure; Indications and requirements relating to the 2021 Network Information Prospectus as well as the preparation of the 2022 Network Information Prospectus of 07/16/2020;
- Decision of the Transport Regulatory Authority n. 156/2020 containing «Conclusion of the procedure started with resolution no. 86/2020. Approval of the "Methodology for examining the economic balance of public service contracts pursuant to art. 12 of Legislative Decree 112/2015 and art. 14 of Commission Implementing Regulation (EU) 2018/1795";
- Decision of the Transport Regulatory Authority n. 194/2020 containing "Indications and provisions relating to the 2022 network information prospectus presented by Gruppo Torinese Trasporti S.p.A. – Infrastructure, as well as relating to the preparation of the tariff proposal relating to fees and charges" dated 04/12/2020;
- Decision of the Transport Regulatory Authority n. 28/2021 containing "Measures concerning the minimum content of the specific rights that users of rail and bus transport services can demand from service managers and related infrastructures with regard to the processing of complaints";
- Decision of the Transport Regulatory Authority n. 164/2021 of 1 December 2021 "Indications and provisions relating to the 2023 network information prospectus presented by Gruppo Torinese Trasporti S.p.A. – Infrastructure, as well as relating to the preparation of the tariff proposal relating to fees and charges for the 2021-2022 and subsequent service timetable"
- Decision of the Transport Regulatory Authority n. 141/2022 "Tariff adjustments relating to the 2022-2023 service timetable for access to the infrastructures of the interconnected regional railway networks and to the services related to them

- ANSF note 9956/2016 of 09/16/2016 "Urgent measures regarding the safety of railway operations on regional networks pursuant to the decree of 5 August 2016 of the Ministry of Infrastructure and Transport
- Decision of the Transport Regulatory Authority n. 95/2023 "Conclusion of the procedure started with decision no. 11/2023. Approval of the regulatory act relating to the revision of the criteria for determining the access and use fees for the railway infrastructure approved with resolution no. 96/2015 and extension and specification of the same for interconnected regional networks".
- Decision of the Transport Regulatory Authority n. 51/2024 containing "Resolution no. 95/2023. Formulation of tariff proposals for the regional networks interconnected to the national railway infrastructure and provisions regarding fees and tariffs relating to the 2024-2025 service timetable

Regional framework

- Concession act of the railway infrastructure DGR n. 8-5131 of 12.28.2012 of the Piedmont Region;
- L.R. Piedmont 1/2000 – "Regulations regarding local public transport, implementing the legislative decree of 19 November 1997, n. 422.";
- Management resolution n. 2912/A1800A/2023 of the Piedmont Region "[...] Takeover path of RFI S.p.A. in the management of the railway infrastructures under the Canavesana and Turin-Ceres regional concessions in implementation of the Memorandum of Understanding signed between the Piedmont Region, RFI S.p.A. and GTT S.p.A. on 6 July 2023. Approval of the concession deed to GTT S.p.A. and related Program Contract [...]";
- Transfer of a business branch act of Gruppo Trasporti Torinese S.p.A (Repertory no. 69245, Collection no. 36049 of 29 December 2023).

1.3.2 General information and legal value

The Network Statement (NS) is produced by the IM, in pursuance of Article 14 of Legislative Decree 112/15 and Ministerial Decree 28T/2005.

The NS contains a detailed description of the rights and duties of the IM and the Applicants, in relation to the capacity/path requests/allocations, the utilisation of the Railway Infrastructure and the delivery of the relevant services, and the charges and consideration due.

The NS also takes on the value of rules and general conditions governing the individual contractual relationships established between RFI and those who sign both the individual Framework Agreements and the rail infrastructure Access Contract for the Use of the railway infrastructure

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 1.5.2 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 of Piedmontese regional railway infrastructure.

The function of Regulatory Body is carried out by the Transport Regulation Authority.

Contatti:

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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, 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 NETWORK STATEMENT VALIDITY, UPDATING PROCESS AND PUBLISHING

1.5.1 Validity period

This document provides:

- the rules and procedures governing capacity requests and the related allocation process entering into effect on 14 March 2025, with regard to the working timetable from 14 December 2025 to 12 December 2026;
- 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 14 December 2025 to 12 December 2026.

1.5.2 NS updating process

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

Ordinary updating process

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

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

Extraordinary updating process

Any changes made to this document, and relating to the working timetable from 15 December 2024 to 13 December 2025, due to changes in the reference regulations or for specific reasons adequately motivated by the IM, shall be specifically updated and incorporated in the current NS. These changes are summarised in a table with the following information:

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

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

1.5.3 Publishing (aggiornamento dicembre 2024)

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 > Home > Railway infrastructure access > Piedmontese Regional Railway Infrastructure (PRRI).

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 GLOSSARY

ACCESS CHARGE (CANONE DI UTILIZZO - PEDAGGIO)

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

ALTERNATIVE PATH (PERCORSO ALTERNATIVO)

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

ANSFISA ONE-STOP SHOP (SPORTELLLO UNICO ANSFISA)

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

APPLICABLE OPERATING REGULATIONS (NORMATIVA D'ESERCIZIO VIGENTE)

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

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

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

APPLICANT (RICHIEDENTE)

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

ARRIVAL/DEPARTURE DISPLAY BOARDS (TABELLONI ARRIVI E PARTENZE)

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

AUTHORISED CONTACT (REFERENTE ACCREDITATO)

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

BASIC SECTION (TRATTA ELEMENTARE)

a portion of infrastructure in between two contiguous time recording points

CADENCED TIMETABLE (ORARIO CADENZATO)

Succession of homologous time paths/channels, at a constant interval of up to 2 hours

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”

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

DAILY SCHEDULE (PROGRAMMA GIORNALIERO)

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

DEDICATED INFRASTRUCTURE (INFRASTRUTTURA SPECIALIZZATA)

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

DEPOSIT (AREA DI DEPOSITO)

a dedicated area for temporarily stationing rolling stock when not used

DWELL (STAZIONAMENTO)

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 Infrastructures and Transport on the request of the licensed Railway Undertakings and permitting the delivery of services - over the entire domestic network -, under conditions of reciprocity, in the case of RUs based abroad of the EU or their subsidiaries pursuant to article 7 of Law 287/1990

EXCEPTIONAL TRANSPORTS (TRENO SPECIALE)

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

FACILITY OPERATOR (OPERATORE D’IMPIANTO)

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

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

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

FRAMEWORK AGREEMENT (ACCORDO QUADRO)

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

FRAMEWORK CAPACITY (CAPACITA' QUADRO)

the infrastructure capacity assigned in connection with a framework agreement

HARMONISATION (ARMONIZZAZIONE)

a process for handling train path requests in order to make the requests received

HEAVY MAINTENANCE (MANUTENZIONE PESANTE)

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

INFRASTRUCTURE 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

INFRASTRUCTURE CAPACITY (CAPACITA' DI INFRASTRUTTURA)

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

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

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

INTERMEDIATE ADJUSTMENT REQUEST (RICHIESTA PER UN ADEGUAMENTO INTERMEDIO)

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

INTERVAL PATHS AND SERVICE TIMETABLES (TRACCE E ORARI CADENZATI)

paths/channels, repeated at different times and according to a specific frequency, with the same time positioning and the same stops, for at least 50% of the route

LICENSE (LICENZA)

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

LICENSING AUTHORITY (AUTORITA' PREPOSTA AL RILASCIO DELLE LICENZE)

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

LIMITED CAPACITY INFRASTRUCTURE (INFRASTRUTTURA A CAPACITA' LIMITATA)

the sections of Umbrian Regional Railway Infrastructure, 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

MISSION

Set of typical paths characterized by:

- Same attestations in origin/destination
- Same intermediate stops
- Frequency of repetition during the day
- Same commercial speed

Paths having different origins and/or destinations but which present the same mission characteristics for most of the route are also considered to belong to the same mission and therefore:

- i) serve any station of the origin node and destination node characteristic of the "mission";
- ii) the ratio between the length of the overlapping route and the total length of each of these paths is equal to at least 75%;

The paths belonging to the same "mission" use homologous paths where the paths are overlapped, unless adjustments are made for harmonization.

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)

OPERATING MODEL (MODELLO DI ESERCIZIO)

the set of standard train paths, defined in the time positioning, which constitutes the IM's best proposal for optimizing the use of a line's capacity, based on the needs expressed by the market.

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

PIEDMOTESI MOBILITY AGENCY

Entity granting/contracting railway transport services

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

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

RAILWAY INFRASTRUCTURE (INFRASTRUTTURA FERROVIARIA)

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

RAILWAY LINE (LINEA FERROVIARIA)

the rail infrastructure connecting two locations

RAILWAY UNDERTAKING (IMPRESA FERROVIARIA)

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

REASONABLE PROFIT (PROFITTO RAGIONEVOLE)

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

REFUSAL (RIGETTO)

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

REGIONAL SERVICES (SERVIZI REGIONALI)

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

REGULATORY BODY (ORGANISMO DI REGOLAZIONE)

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

RE-ROUTING (DEVIAZIONE)

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

SERVICE FACILITY (IMPIANTO DI SERVIZIO)

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

SERVICES (SERVIZI)

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

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

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

SFM1

Commercial name of the passenger service on the line: (Chieri - Torino) – Settimo - Rivarolo

SFMA

Commercial name of the passenger service on the line: Torino – Airport – Ciriè – Germagnano – Ceres)

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

SINGLE SHUNTING MANAGER (GESTORE UNICO DI MANOVRA)

subject, if identified by the district operators, to whom the functions relating to the marketing and possibly the operation of the railway shunting service are attributed, in relation to the railway district.

STATION PROGRAMME (PROGRAMMA DI STAZIONE)

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

TECHNICAL DOCUMENT (ALLEGATO TECNICO)

Document in the ePIR portal containing technical/commercial information connected to the current or subsequent service timetables or having multi-year validity

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 CHANNEL (CANALE ORARIO)

portion of infrastructural capacity whose characteristics are suitable for tracing an operating model. The hourly channel is equivalent to a portion of the so-called bandwidth, considered in the context of the TTR project, useful for the definition of a single time path

TIME RECORDING POINTS (PUNTI ORARIO)

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

TIME SLOT (FASCIA ORARIA)

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

TRAIN PATH or PATH (TRACCIA ORARIA o TRACCIA)

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

TRAIN TIMETABLES (QUADRI ORARIO)

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

TRANSPORT SERVICES FRAMEWORK AGREEMENT (ACCORDO QUADRO PER SERVIZI)

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

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

2.1 INTRODUCTION

This Section describes the principal characteristics of the Regional rail infrastructure and its aim is to provide the railway undertakings with all the necessary elements in order to plan their bid. The physical data of all the annexes to chapter 2 have informative value with reference to the time from 14/12/2025 to 12/12/2026

The ePIR portal is an integration to the NS and is based on geo-referenced maps (ArcGIS) and interactive thematic graphics, characterized by detailed descriptive windows. The request makes it possible to select options and adopt the available instruments, select maps with different bases (satellite, topography, urban and others), choose the theme to be represented (e.g. operating system, type of coding for combined traffic - PC, train control system and other), select data aggregated geographically (commercial line, traffic basin) or manually (points, lines and geometric areas) and display/export the detailed data in tabular format, display layouts and other technical information. Furthermore, within the ePIR portal there are technical documents: documents of a technical/commercial nature divided by current and subsequent timetables, as well as with multi-year validity (Information documents for applicants).

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, and alternatively, on the RFI portal: www.rfi.it > Offerta > Railway Infrastructure Access > Network statement or at the <https://epir.rfi.it> website.

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

RFI S.p.A. - Affari Regolatori e Antitrust Polo Infrastrutture

e-mail: ask-ara@rfi.it

The ePIR portal will be updated as follows:

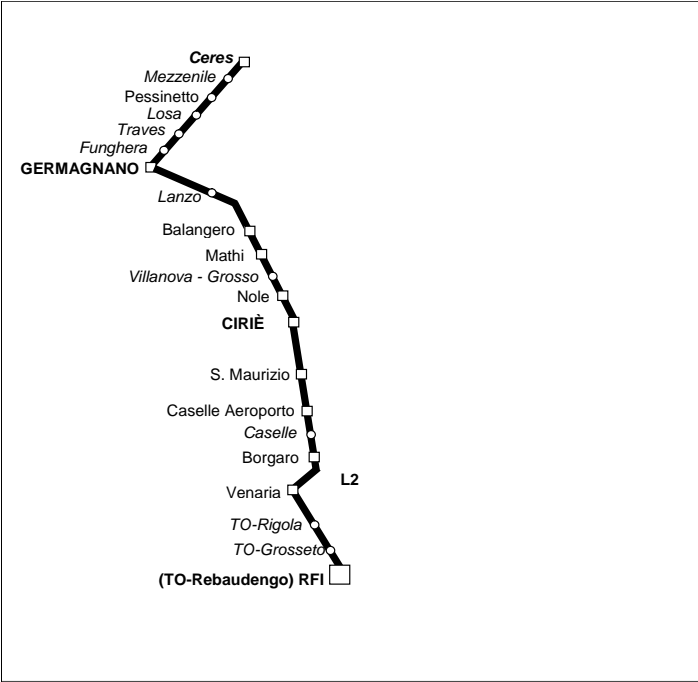
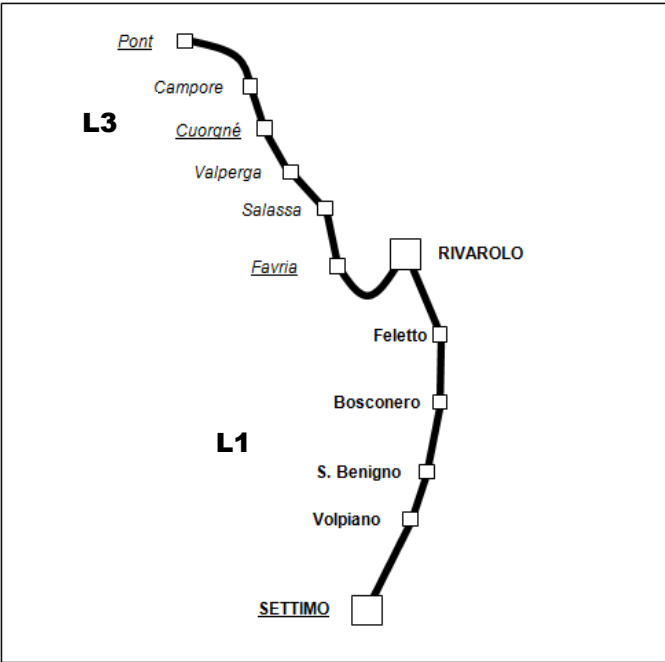
- in December of year X, the IM will provide the infrastructure scenarios relating to December of year X and year X+1, as well as the unavailability programmes referred to in point 2 of par. 4.3.2 for the year x+2;
- in June of year X+1, the IM will provide the infrastructure scenario at that date and an update of the infrastructure scenario for the December X+1 and the unavailability programmes for the year x+2.

2.2 EXTENT OF THE NETWORK

2.2.1 Limits

The regional railway infrastructure managed by RFI consists of the following lines:

- L1 – Line Settimo Torinese - Rivarolo Canavese
- L2 – Line Torino – Germagnano - Ceres
- L3 – Line Rivarolo Canavese - Pont Canavese



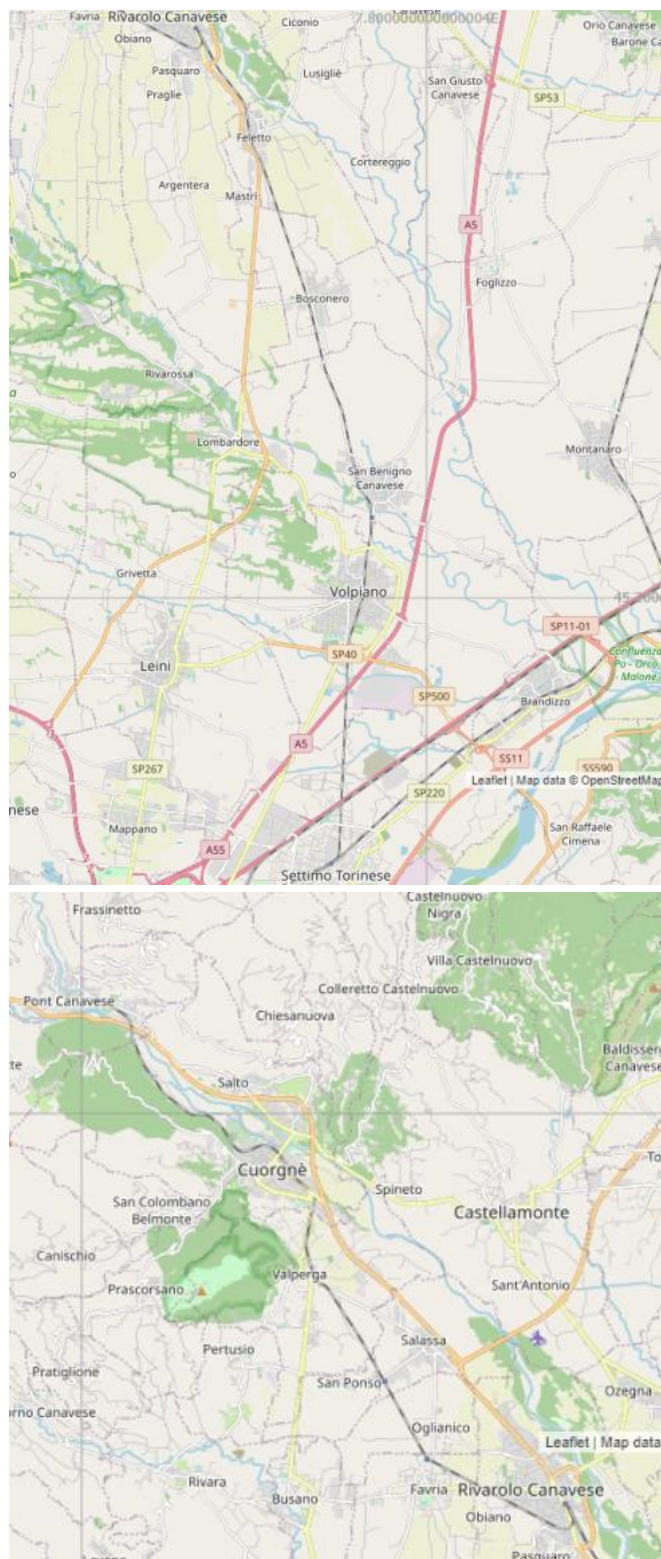


Figure-2-1: - Line Settimo Torinese - Rivarolo Canavese e Linea Rivarolo Canavese - Pont Canavese

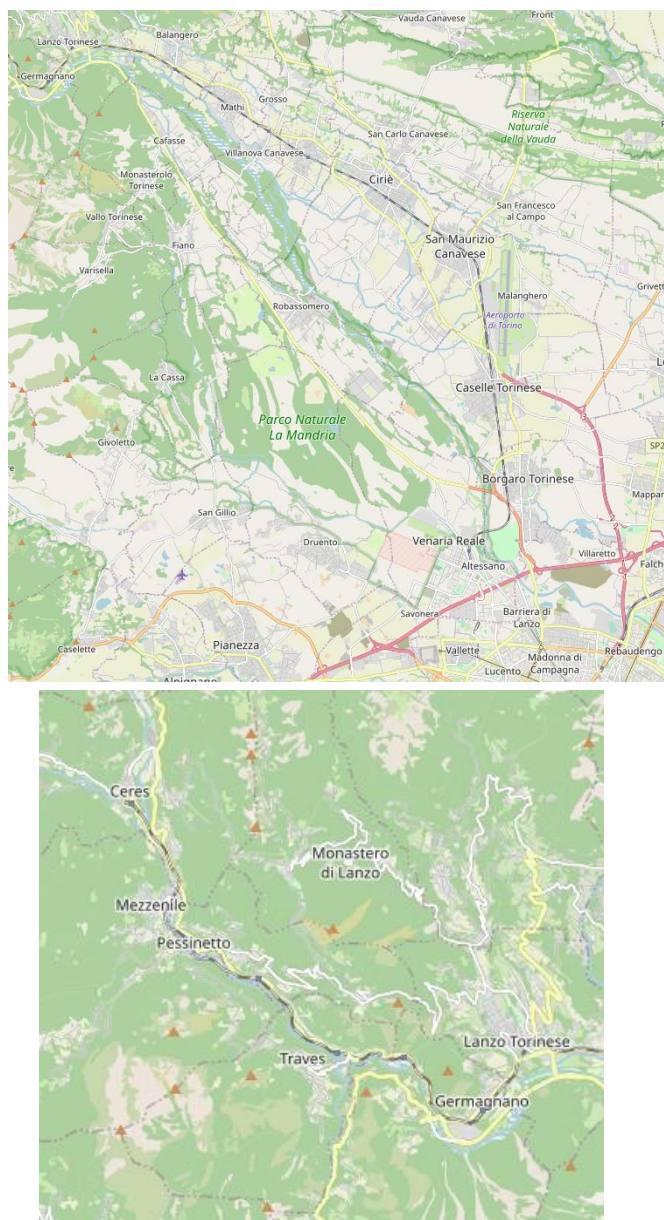


Figure 2-2: - Line Torino - Ceres

2.2.2 Rail networks connected to the national rail infrastructure

Regarding the Torino – Rivarolo line, the interconnection station between the national and regional infrastructure is Settimo Torinese, located on the Settimo Torinese - Rivarolo Canavese route.

The connecting station between the Settimo Torinese - Rivarolo Canavese and Rivarolo Canavese - Pont Canavese lines is Rivarolo Canavese.

There is a further border point, represented by the entrance gate to the ENI factory, connected to the network in the Settimo Torinese - Volpiano section of the Settimo Torinese - Rivarolo Canavese line.

Regarding the Torino – Ceres line, the interconnection station between the national and regional infrastructure is TO Rebaudengo Fossata.

2.3 NETWORK DESCRIPTION

For any further details not expressly indicated in the following chapters, please refer to the Line Files.

For all lines (Settimo Torinese – Rivarolo Canavese, Rivarolo Canavese – Pont Canavese, Torino – Ceres) adaptation activities to the Railway Traffic Regulations (RCF) are underway, referred to in Annex B of the ANSF Decree 4/2012 (see Annex 1).

It should be noted that railway operations on the Rivarolo Canavese – Pont Canavese line have been suspended since 1 January 2021 in consideration of the absence of train path requests from railway companies; on this line the operation will continue to be suspended as long as there is no request for train paths. Furthermore, a feasibility study aimed at implementing electrification is underway on this line; the planning of these works is currently being defined.

Geographical Data

2.3.1 Type of track

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

- Number of tracks
- Distance between station

can be deduced from the ePIR portal.

The section from Torino Rebaudengo to Ciriè is a non-trivialized double-track; the Ciriè – Ceres route is single track.

For further details, please refer to the Line Files.

2.3.2 Gauge

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

2.3.3 Passenger Stations

The information relating to the passenger stations that are part of the infrastructure managed by RFI concerning:

- Name;
- Length of priority/crossing;
- Length of platforms for passenger service
- Height of platform;
- Presence of underpass for access to the tracks

are indicated in the following tables.

As regards the adaptation of the stations/stops to the PMR 2008/2014 TSIs, please refer to Annex 1 of Chapter 7.

Settimo Torinese – Rivarolo Canavese e Rivarolo Canavese – Pont Canavese

Table 2.1 – line stations Settimo Torinese - Rivarolo Canavese

Station	track	Length of platform [m]				Height of platform [cm]	Underpass
		Real		By crossing			
		Tr.even	Tr.odd	Tr.even	Tr.odd		
Volpiano	I	157,00	160,00	157,00	160,00	25	No
	II	171.00	171.00	167.40	167.40	25	

<i>Station</i>	<i>track</i>	<i>Length of platform [m]</i>				<i>Height of platform</i>	<i>Underpass</i>
San Benigno	I	148.00	123	139	123	25	No
	II	158.00	158,00	158,00	158,00	25	
Bosconero	I	122	143	122	143.00	25	No
	II	152.30	162.40	141.00	143.00	25	
Feletto	I	179.70	179.70	168	168	25	Mp
	II	133.90	133.90	129	129	25	
Rivarolo	I	201	201	===	===	60	** No
	II	171	171	===	===	60	
	III	181	181	===	===	60	
	IV	164	164	===	===	60	

(**) head stations

As regards the Rivarolo Canavese station, there are also 3 secondary tracks for long-term parking/hospitalization operations (<24h) as well as storage (>24h).

Table 2-2 – line stations Rivarolo Canavese – Pont Canavese

<i>Station</i>	<i>Tracks</i>	<i>Length of platform</i>		<i>Height of platform .</i>	<i>Underpass</i>
		[m]		[cm]	
Favria	I	137		25	No
Salassa	I	160		25	No
Valperga	I	152		25	No
Cuorgnè	I	160		25	No
Campore	I	63		25	No
Pont	I	164		25	No

There are no stops on the Rivarolo - Pont line, with the exception of the Pont terminus.

There are no freight facilities.

Further information characterizing the stations and stops present is reported in Annex 4.

Torino – Ceres Line

Table 2-3 – Line stations (To-Rebaudengo RFI) - Germagnano

<i>Station</i>	<i>Tracks</i>	<i>Length of platform [m]</i>	<i>Height of platform</i>	<i>Underpass/ Overpass</i>
	Reale	Per incrocio		

Station	Tracks	Length of platform [m]				Height of platform [cm]	Underpass/Overpass
		Tr.even	Tr.odd	Tr.even	Tr.odd		
TO Grosseto	I	202	-	-	-	55	SI
	II	-	202	-	-	55	SI
TO Rigola	I	176		-	-	55	NO
	II		195	-	-	55	NO
Venaria	I	187		-	-	25	*SI
	II		181	-	-	25	*SI
	III	172	183	-	-	25	*SI
Borgaro	I	172		-	-	55	SI
	II		181	-	-	55	SI
Caselle Città	I	184		-	-	55	*SI
	II		184	-	-	55	*SI
Caselle Aeroporto	I	180		-	-	55	SI
	II		180	-	-	25	SI
	III	169	169	-	-	25	**SI
	IV	169	169	-	-	25	**SI
San Maurizio	I	180	-	-	-	25	SI
	II	-	171	-	-	25	SI
	III	180	180	-	-	25	SI
Cirie'	I	123	-	-	-	25	SI
	II	172	172	-	-	25	SI
	III	175	173	-	-	25	SI
Nole	I	153	148	124	124	25	NO
	II	150	150	150	150	25	NO
Villanova Grosso	I	164	164	-	-	25	-
Mathi	I	185	185	153	153	25	NO
	II	182	182	177	177	25	NO
Balangero	I	181	181	181	181	25	SI
	II	181	181	181	181	25	SI
Lanzo	I	177	177	-	-	25	-
Germagnano	I	121	121	72	72	25	NO
	II	170	170	160	160	25	NO

<i>Station</i>	<i>Tracks</i>	<i>Length of platform [m]</i>				<i>Height of platform</i>	<i>Underpass/Overpass</i>
	III	117	117	117	117	25	NO

(*) Overpass available

(**) accessible trunk tracks

As regards the Germagnano station, there are also 3 short tracks for long-term parking/hospitalization operations (<24h) as well as storage (>24h). In Caselle station, near the 2 short tracks, it is possible to carry out short-term parking operations (<24h).

Tabella 2-4 - line stations Germagnano - Ceres

<i>Station</i>	<i>Tracks</i>	<i>Length of platform</i>				<i>Height of platform</i>	<i>Underpass</i>
		Real		By crossing			
		even	Odd	even	odd	[cm]	
Funghera	I	124	124	-	-	25	NO
Traves	I	126	126	-	-	25	NO
Losa	I	120	120	-	-	25	NO
Pessinetto	I	128	128	-	-	25	NO
	II	123	123	-	-	25	NO
Mezenile	I	123	123	-	-	25	NO
Ceres	I	120	120	60	60	25	NO
	II	120	120	60	60	25	NO

There are no freight facilities in the regional infrastructure managed by RFI.

Characteristics of the line

2.3.4 Loading gauge

The characteristics of the lines can be deduced from the ePIR portal.

In the case of oversize cargo (TES), see paragraph 3.4.3

2.3.5 Mass limits

The classification of the lines with respect to the axial mass and the presence of any limitations in case of loads exceeding the permitted load limit are also indicated in the ePIR portal; the latter can be detected by the FLs and will be communicated upon request to the interested RUs during the planning phase.

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 (updated in December 2024)

The side (line) speeds, in their minimum and maximum values for each speed range admitted in the section: the speed ranks and the related vehicles permitted are 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

For the Settimo Torinese – Rivarolo Canavese and Rivarolo Canavese – Pont Canavese lines, the power system where TE is 3000 V direct current. TD is a non-electrified line (Diesel Traction).

For the To-Rebaudengo RFI – Germagnano and Germagnano – Ceres line, the power system, where TE, is 3000 V direct current.

Finally, it should be noted that the railway service on the Settimo – Rivarolo line is connected to the metropolitan railway service of the Turin hub (SFM) and therefore the arrival and departure times at Settimo Torinese (interconnection station) are linked to the latter.

Traffic Control and Communication System

2.3.10 Transport regime

Regarding the Settimo Torinese - Rivarolo Canavese and Torino - Ceres lines, the operating system used is the Central Operations Manager (headquarters Turin Dora for Settimo Rivarolo and TO Rebaudengo for Torino - Ceres), under the Axle Counting Block system. The Settimo Torinese and Rivarolo Canavese stations are permanently present; the other stations are unmanned and remote controlled by the DCO.

Both lines are equipped with the SCMT train movement protection system with signal encoder.

On the Rivarolo Canavese – Pont Canavese line, the operating system used until the suspension of operations was the shuttle service. In case of resumption of service, an extraordinary update of the NS will be provided.

2.3.11 Communication System

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

2.4 TRAFFIC RESTRICTIONS

2.4.1 Specialised Infrastructure

There are no dedicated lines on the Piedmontese regional network

2.4.2 Environmental Restrictions

Reminder.

2.4.3 Dangerous Goods

Currently the dangerous goods transport service (liquid LPG) is carried out exclusively on the Settimo Torinese – Rivarolo Canavese line in the Settimo Torinese – Località Raccordo ENI section (section length of 4.151 km), based on the current equipment conditions of this section.

Transport is carried out by the terminal operator on established weekdays (Wednesday and Friday); a couple of trains (round trip) can be made in one day, a maximum of twice a week.

2.4.4 Tunnel Restrictions

Reminder.

2.4.5 Bridge Restrictions

Reminder.

2.4.6 Other Restrictions

Reminder.

2.5 OPERATING HOURS

The period of normal activations of the lines and systems is indicated in this section. Any requests and consequent assignment of train paths outside the aforementioned periods will entail an economic burden for the RU corresponding to the cost of extending the period.

Timetable on the Settimo Torinese - Rivarolo Canavese line is as follows:

Monday – Saturday: 5:19 – 21:39

Public holiday Festivi: 6:19 – 21:39

Please note that every day, during the morning, a scheduled line interruption (IPO) is scheduled approximately from 10.15am to 11.50am until the completion of the works currently underway estimated for the 1st half of 2026 .

Operation on the Rivarolo Canavese – Pont Canavese line is suspended for the reference service time starting from 1 January 2021.

If operations are resumed, the opening hours for this line would be as follows:

Monday – Friday : 6:29 – 20:35

Saturday and Public Holiday e festivi: not currently planned

The operating timetable on the Turin - Germagnano line is as follows

Monday – Saturday: 6.14 – 20.39

Public holiday: 7.44 – 20.39

The time slot dedicated to on-time scheduled maintenance (IPO) is scheduled, only for the Ciriè – Germagnano route, every day from 9.55 to 12.00.

Operation on the Germagnano - Ceres line is suspended starting from 12 June 2023.

If operations are resumed, the opening hours for this line would be as follows:

Monday – Friday: 6.26am – 7.44pm

Saturdays and holidays: not currently planned

2.6 INFRASTRUCTURE DEVELOPMENT

This section indicates the interventions that, during the validity of this document, will produce an increase in infrastructure capacity and/or transport capacity or a reduction in infrastructure capacity, indicated in the ePIR portal.

The interventions shown in the tables are divided by line/section concerned, with an indication of the date on which the infrastructure upsizing works will be commenced and the date/period of unavailability, in the case of works resulting in the downsizing of the infrastructure capacity.

2.7 ACCESS TO NETWORK

2.7.1 Levels of utilization of the network

In order to evaluate the level of utilization, the rail infrastructure has been divided into uniform macro-sections by levels of traffic and technical characteristics and the values of the following factors have been established for each macro-section:

- **hourly load:** the number of paths allocated by the IM, on the date of the first day of validity of the Timetable, also based on the commitments covered by Framework Agreements relevant for the reference time of the NS.
- **daily load:** the number of paths allocated by the IM, on the date of the first day of validity of the Timetable, over a 24 hour period of the typical day of the relevant timetable, also based on the commitments covered by Framework Agreements relevant for the reference time of the NS.
- **hourly theoretical capacity:** the maximum number of paths that can be allocated within a 1 hour period, based on a homotachic transport plan and distancing as required by the technical line specifications (D).

Calculated as the following ratio: $60/D$.

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

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

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, net of maintenance windows and closures.
- **hourly limited capacity threshold** is the percentage of use of hourly commercial capacity beyond which the probability of scheduling additional routes, in full compliance with the Applicant's commercial needs, becomes reduced
- **hourly congestion threshold** is the percentage of use of the daily commercial capacity beyond which the probability of programming additional tracks, in full compliance with the commercial needs of the Applicant, becomes reduced.
- **daily limited capacity threshold** is the percentage of use of the daily commercial capacity beyond which the probability of programming additional tracks, in full compliance with the commercial needs of the Applicant, becomes reduced.
- **daily congestion threshold** it is the percentage of use of the daily commercial capacity beyond which the programming of additional tracks of adequate commercial quality becomes unlikely

The reference values of the indicators mentioned above, calculated by line classes, are shown in table 2-5.

Table 2-5 – Capacity values and limited /congested capacity threshold values

Line	Hourly theoretical capacity	Hourly commercial capacity	Daily commercial capacity	Hourly limited capacity threshold	Hourly congestion threshold	Daily limited capacity threshold	Daily congestion threshold
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Single track	4 (in both directions)	4 (in both directions)	80 (in both directions)	100%	100%	90%	100%
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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 2.5, in relation to the relevant line class. In that case, the economic consequences detailed in par. 5.6.4 shall be applied. They also apply to individual time slots where the threshold values of limited capacity in Table 2.5 are reached or exceeded.

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

When the congestion thresholds are reached, even in a single time slot, the IM declares the section concerned to be congested prior to the procedures referred to in par. 4.6.1 (Statement of congestion).

Following the inclusion of the saturated line indication, the IM will activate the procedures provided for in par. 4.6.3 (Capacity analysis and capacity enhancement plan).

The level of use found in the technical attachment “Levels of utilisation of the infrastructure: limited capacity infrastructure and congested infrastructure”, is published not later than 28th of February each year downstream from the actual allocation of the paths, and based on the actual commercial availability of the infrastructure and technology upgrading actions previously taken as references.

RFI, at the end of the capacity analysis referred to in par. 4.6.3, will update the enclosed "Degrees of infrastructure use: capacity-constrained and saturated infrastructure" with the sections that were actually saturated. This annex will be used by the IM as a reference for calculating the penalties for non-use of the contracted paths referred to in paragraph 4.7.4 for the timetable period following the one in force, and will constitute a useful reference for planning the services.

The lines Settimo Torinese - Rivarolo Canavese, Rivarolo Canavese - Pont Canavese, Torino - Germagnano and Germagnano - Ceres are mainly dedicated to regional rail transport services covered by a Service Contract with the Piedmont Region; In addition, the line Settimo Torinese - Rivarolo Canavese may be of interest also for other types of services as possible istradamenti from the national railway infrastructure and for the presence of the ENI Establishment.

Regarding the line Settimo Torinese - Rivarolo Canavese, the service schedule includes 21 tracks per day per direction of travel (for a total of 42 daily runs) considering the IPO morning included.

Taking into account the boundary conditions and to ensure the stability/regularity of operation on the single track line, it was estimated that about 85% of capacity was occupied.

As regards the line Rivarolo Canavese - Pont Canavese, the operation is suspended for the reference service time; in case of restoration of the operation, 4 tracks per day are planned per direction (for a total of 8 daily runs). The current operating programme uses 50% of the theoretical capacity of the line. The following table summarises the capacity utilization of the lines.

It is also worth noting that the rail service on the Settimo - Rivarolo line is connected to the Torino Metropolitan Railway Service (SFM) and therefore the arrival and departure times at Settimo Torinese (interconnecting station) are bound to this latter.

In particular, as regards the Germagnano - Ceres line, operations are suspended for the reference service time; in the event of resumption of operations, 5 routes per day are provided in each direction (for a total of 10 trips per day overall). The current operating program uses 75% of the theoretical capacity of the line. The following table summarizes the use of the capacity of the lines.

Table 2-6– Lines capacity -DAILY DATA

<i>Section</i>	<i>Maximum capacity</i>	<i>Average working day TT 2024-2025</i>	<i>% saturation threshold commitment</i>	
	[tr/day]	[tr/day]	[tr. AC]	[tr. Total]
(Direction of travel) Settimo Torinese - Rivarolo Canavese	28	21	79	79
(Direction of travel) Rivarolo Canavese - Settimo Torinese	27	20	74	74
(Direction of travel) Rivarolo Canavese - Pont Canavese	10	0	0	0
(Direction of travel) Pont Canavese -Rivarolo Canavese	10	0	0	0

Finally, it should be noted that the railway service on the Settimo – Rivarolo line is connected to the metropolitan railway service of the Turin hub (SFM) and therefore the arrival and departure times at Settimo Torinese (interconnection station) are linked to the latter.

As regards the Turin - Germagnano - Ceres line, please refer to the following table.

In particular, as regards the Germagnano - Ceres line, operations are suspended for the reference service time; in the event of resumption of operations, 5 routes per day are provided in each direction (for a total of 10 trips per day overall). The current operating program uses 75% of the theoretical capacity of the line. The following table summarizes the use of the capacity of the lines.

Table – 2.7 Lines capacity -DAILY DATA

<i>Section</i>	<i>Maximum capacity</i>	<i>Average working day TT 2024-2025</i>	<i>% saturation threshold commitment</i>	
	[tr/day]	[tr/day]	[tr. AC]	[tr. Total]
Rebaudengo – Ciriè	190	0	0	0
Ciriè – Germagnano	76	0	0	0
Germagnano – Ceres	0	0	0	0

SECTION 3 – ACCES CONDITIONS

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 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

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 Request for train path 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 of this document, 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 delivery of the relevant service; if the licence is suspended at the date of submission of the path applications or during the allocation process, the RU must present the licence within the deadlines referred to in par. 3.3.2.1;

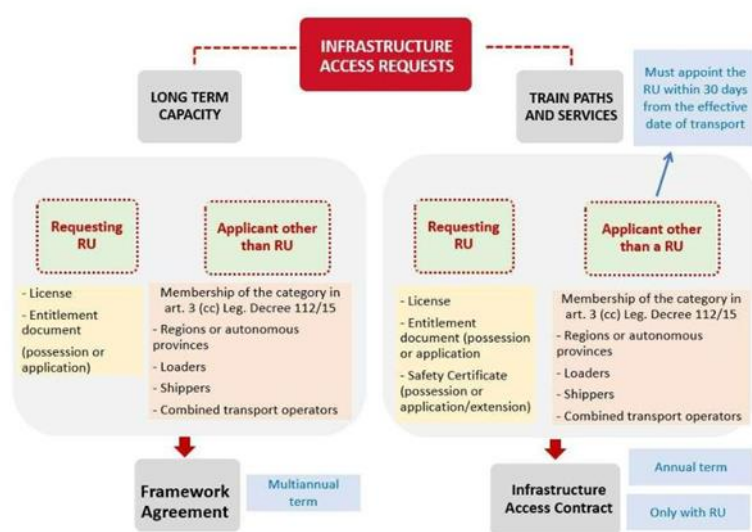
- b) Hold, or prove that it has requested, the entitlement document, if this document is required under the applicable legislation;
- c) hold, or prove that it has requested, the safety certificate. In any case, the safety certificate shall be presented to IM within the deadlines referred to in par. 3.2.2.1. essere in possesso o dimostrare di aver presentato domanda di rilascio del Certificato di Sicurezza Unico.

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 path requests, both for the timetable following the one in force and during the timetable, which concern lines/installations that will soon be activated, the RU produces the safety certificate within 5 working days before the start-up of the service. In order to allow compliance with the indicated deadlines, the IM provides the RUs, even in a provisional format, with all the documentation necessary to obtain the safety certificate at least four months before the start of the service. The provisions of the previous and this paragraph also apply in cases where the RU already holds the usage 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), giving evidence to the IM of acceptance by the RU. 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 License

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

Possession of the license is a prerequisite for issuing the Safety Certificate.

Contacts:

Ministero delle Infrastrutture e dei Trasporti

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
www.mit.gov.it/mit
e-mail: 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 ANSFISA or by ERA (the decision is chosen by the RUs) in the cases of RU that perform rail services only in Italy and up to the border stations.

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

3.2.5 Obligation to submit performance bonds and insurance (updated in December 2024)

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 and 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

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)

VI. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement).

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

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

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

Framework Agreements which have as their object services using specialized infrastructure can have a duration of fifteen years. A longer duration is possible in the cases and under the conditions established in the art. 23, paragraph 7, of the 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 4.4.2.1.

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 provided therein, changing the expiration date 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 AF holder 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.

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

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

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

percentage of capacity pre-assigned with the Framework Agreement on these tracks/lines/routes by time slot, content of any withdrawal clauses and content of any penal clauses.

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

b) Conclusion and subsequent formalities

FRAMEWORK AGREEMENT BEGINNING WITH THE FIRST USEFUL TIMETABLE PERIOD

1. Framework Agreements beginning with the first useful timetable period – meaning the period activated at least 9 months after the date of execution of the Framework Agreement – shall be requested and signed in accordance with the deadlines for long-term infrastructure capacity requests, as referred to in paragraph 4.4.1;
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 3.3.1.1. 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, giving evidence to the IM of acceptance by the RU, 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. 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 (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 (other than RU) shall be entitled to obtain, on request and with reference to the relevant trains, access to the IM's PICWEB-RU information system, or equivalent system (for customer information purposes) (for the purpose of managing the Contracts entered into by the Applicant, if it is other than a RU, and the RUs providing the transport services), through the profiles defined consistently with the abovementioned objectives.

The list of trains concerned shall be provided by the RUs that have entered into the relevant Access Contract. In the specific case of Regions and Autonomous Provinces e State Administrations, for the purpose of providing full customer information and performing the relevant institutional tasks, the PICWEB-RU or equivalent system shall provide (if required, also by means of a direct connection between the IM's IT systems and the IT systems of the above-mentioned Regions, Autonomous Provinces and the State) the data relating to the delays of all passenger trains, pertaining to a given Service Contract or PSO Framework Agreement and, in general, the data necessary for defining the indicators and minimum performance levels, as specified in the relevant regulatory measures referred to in Resolution 16/2018 of the Authority on the minimum quality conditions for national and local rail passenger transport services with public service obligations.

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 (one million euros).

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

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

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

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

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

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

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

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

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 4.5.5.1, 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) violation of the provisions of the "Integrity Clause" article of the Framework Agreement;

- g) any other termination condition contemplated in the Framework Agreement;
- h) 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;
- i) termination of the access contract due to the Applicant (if a RU) or the designated RU;
- j) 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.

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

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 (on the occasion of the conclusion of the first Access Contract with the RU), 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 the NS
- power of attorney or deeds of attribution of powers and related responsibilities to the stipulation and signing of contractual documents

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

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'), penalties referred to paragraphs 5.6.4.1 and 5.7 (relating to Access Contracts concluded for 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 and 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 calendar days after the expiry of the Access Contract, the IM shall return the original bond referred to in this paragraph to the RU, provided that there are no unresolved disputes or claims and outstanding debts or indemnities due to the IM at the termination of the Contract.

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;

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

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

Allowed sublimits:

- indirect damage € 10 m;
- damage to third parties caused by fire € 2 m;
- accidental pollution € 2.5 m.

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

The rating of the issuing banks/insurers shall be published on the RFI website in the "Servizi e Mercato" Section.

The above mentioned policy shall cover any risk related to all the types of transport set out in the safety certificate held by the RU, regardless of the goods it is carrying, besides all the activities carried out by the RU on the Umbrian Regional Railway Infrastructure and in the IM's facilities.

This policy shall:

1. contain the undertaking, by the Insurer, to notify to the IM, by registered mail with proof of receipt, any circumstances vitiating the validity of the policies themselves, in particular, the failure to pay the premium and/or to renew the policy on expiry;
2. if the RU has already taken out one or more insurance policies for a limit of liability consistent with the minimum requirements provided for hereunder, instead of the full insurance policy a rider/statement by the Insurer may be accepted according to the format indicated by the IM in Appendix 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, EC Regulation no.782/2021) and to the access conditions to the service provided, as stipulated in Section 3 hereof; the contracting party shall be obliged to update the Insurer on any amendments to the international rules/agreements; the failure to notify this information by the contracting party, or the notification of inaccurate information, shall not entail the forfeiture of the claimant's right to indemnification;
5. in the case at least 60% of the limit of liability is paid out during the term of the policy, this shall be topped up within 30 days from the request to the Insurer;
6. provide for territorial extension, covering at least the entire territory of Italy, in the case of the RUs whose safety certificate provides for the possibility of access to network connecting stations, the validity of the policy shall also be extended to cover the line sections managed by the IM in the foreign territory up to the above mentioned stations;
7. provide for the express waiver, by the Insurer, of the right of subrogation under Article 1916 of the Civil Code, in respect of the persons for which the Insured is responsible under the law, excepting the case of wilful misconduct;
8. provide that the Insurer undertakes, also before liability is investigated and ascertained, to implement claims payment procedures, under the policies, simply on presentation of a claim by the damaged parties (also if the claim is made directly against the insured), without prejudice to the fact that the insurance contract is not an autonomous performance bond arrangement. This clause shall not concern any actions for recovery brought against the liable party.

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

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

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

or, alternatively,

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

3.3.2.4 Obligations of a RU on termination of the agreement

Upon termination of the contract for the use of the Access Contract, upon completion of the final term of duration or upon the occurrence of any hypothesis of early termination, the RU is required to carry out the provisions of the IM regarding the clearance and removal of means, as well as any other instrumental or ancillary operation.

In the event that the RU does not comply with these provisions, the IM is authorized to carry out all appropriate activities for the purpose of clearing and removing the RU's vehicles, charging the latter for the costs incurred. To recover the costs incurred, the IM has the right to use the guarantee referred to in paragraph 3.3.2.2.

3.3.2.5 Limitations to services in the case of default

In case of non-payment of an amount equal to at least 10% of the value of the Access Contract in force, except in the case in which the credit is supported by the guarantee referred to in par. 3.3.2.2 or by a repayment plan guaranteed by a surety, the GI will send a formal warning to comply, assigning a deadline of no less than 10 calendar days. In the event of non-payment within the aforementioned deadline, the IM does not proceed to instruct and issue traces possibly requested for operational management by the defaulting RU.

In the event of non-payment of an amount equal to at least 20% of the value of the contract, the provisions of the following paragraph 3.3.2.6 point b) apply.

For the purposes of determining the amounts referred to in the previous paragraphs, invoices not honored at the natural deadline, referring to the contract in force and/or to the contract signed for the previous service hours, are taken into consideration.

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) violation of the provisions of the “Integrity Clause” article of the Framework Agreement;
- k) 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 Annex.7.

3.4 SPECIFIC REQUIREMENTS FOR INFRASTRUCTURE

3.4.1 Train-line compatibility for the use of authorised vehicles

As required by Article 23 (1) of Legislative Decree 57/2019, before a railway company uses a vehicle in the area of use specified in its marketing authorisation the same verifies that:

- a) the vehicle has been authorised to be placed on the market pursuant to Article 21 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 within fifteen days, unless the IM or RU agrees to a different deadline, which shall not exceed thirty days;
- 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.

In this respect, the RU must send RFI (to the SO SVS/NCR – certified e-mail: rfi-dtc-ncr@pec.rfi.it), before the vehicle is used on the network, the data and documents referred to in Article 2 of Operating Provision 12/2022.

It is understood that the request for train paths within the framework of the schedule and operational management by the RUs requires that the RUs, prior to the above-mentioned request, have checked the compatibility of the vehicle on the routes to be travelled.

3.4.1.1 RFI support activities to RUs: compatibility assessment carried out by RFI (Article 5 paragraph 1 DE 12/2022)

If a RU requests to enter into a contractual agreement for the issue by RFI of the train-route compatibility assessment, it must make a special request to RFI (to the SO SVS/NCR – certified e-mail address: rfi-dtc-ncr@pec.rfi.it) communicating the vehicle(s) for which RFI is to carry out the compatibility assessment and the relevant paths.

In the request, the RU must also provide the data referred to in Article 2 of Operational Provision 12/2022 integrated with the "vehicle information" referred to in Annex D1 of the *STI ESERCIZIO*, in addition to anything else deemed necessary.

In the event the above mentioned agreement is entered into, the charges payable by the RU shall depend on the number of descriptive network elements included in the lines subject to the compatibility assessment, i.e. the number of Operational Points (any location for the operation of train services, where such services may begin and end or change route, and where passenger or freight services may be provided, in accordance with the ERA Guideline to the RINF Regulations) and Line Sections (part of a line located between adjacent Operational Points, which may consist of several tracks, in accordance with the ERA Guideline to the RINF Regulation).

Specifically, the RU shall pay a charge of € 0.82 + VAT for each item processed, with a minimum charge of € 950 + VAT for processing the file.

The time required by RFI to carry out the vehicle compatibility assessment with the planned route is variable, depending on the number of lines/territorial departments (DOIT) being assessed. Below is the number of working days necessary for the assessment according to the various cases.

Number of lines / DOIT object of evaluation	Required timing
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Da 1 a 4 lines	15 working days
5 to 10 lines or all lines of a DOIT	25 working days
2 to 5 DOIT	45 working days
More than 5 DOIT	60 working days

3.4.1.2 RFI support activities to RUs: technical consultancy (Article 5, paragraph 2 DE 12/2022)

If the RU asks RFI to activate the “technical consultancy” provided for in Article 5, paragraph 2 of the Operating Provision 12/2022, it must send the draft compatibility assessment to RFI (to the SO DTC/NCR – certified e-mail address: rfi-dtc-ncr@pec.rfi.it).

The request must indicate the vehicles for which the compatibility draft was carried out and the route(s) involved in the verification.

At the end of the consultancy activities, pending the general revision of the RFI tariff system, the SO SVS/NCR will invoice the consultancy activities carried out by requesting on a case-by-case basis according to the man-hours spent.

If the consultancy also refers to other parameters pursuant to Annex D1 of the STI OPE, the rates to be applied are defined separately.

3.4.1.3 RFI support activities to RUs: transitability checks (new) (Article 5(4) DE 12/2022)

In the event that the RU, as part of the compatibility assessment referred to in § 3.4.1.2, needs to have the Operator carry out specific transitability checks for mass and gauge, as provided for in article 5, paragraph 4, of operating provision no. 12/2022, must send a specific request to RFI (to the DTC/NCR SO - pec: rfi-dtc-ncr@pec.rfi.it).

The request must indicate the lines on which the verification must be carried out and must include:

- the vehicle sketch with the geometric data and the weighings in the load configurations required by current legislation, in the case of mass transit checks
- the technical data of the vehicle, in this case roadworthiness checks by gauge.

In both cases the RU can refer to the SO DTC/NCR for any clarifications on the data to be sent.

In this regard, the rates for the aforementioned checks are the same for the calculation of TES and TEM indicated in the following table 5.15 unless specific assessments are made on civil works for which an additional fee due based on the man-hours used will be assessed on a case-by-case basis.

3.4.2 Staff acceptance process

The RUs must use personnel with safety tasks (conducting, accompanying, preparing trains) included in the lists of the single safety certificate held and included in the ANSFISA databases. Personnel with security duties are required to possess and show to the ANSFISA personnel responsible for checks a document certifying their identity and authorization to carry out their duties in the format required by the provisions in force.

RU personnel are required to use the Italian language in communications with the IM.

3.4.3 Exceptional transports (Ref. to Par. 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

The RU, in possession of the required requirements, provided that this is indicated in the single safety certificate and if it has submitted a request in compliance with the provisions of the following chapter 4, on the Settimo - Volpiano bivio ENI section only, can carry out services intended for transport of dangerous goods as defined by the Regulations for the international transport of dangerous goods by rail (RID). To this end, IF is fully and solely responsible for carrying out the trasporto to destination, as well as for compliance with the laws, regulations, provisions and requirements in force on the matter.

Freight transport on the Turin – Ceres line is not permitted.

ANNEXES TO SECTION 3

Annex 1 to Section 3

Standard Form of Access Contract (*)

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

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

AND

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

RECITALS

- a) the IM, on the basis of that established in the Deed of Concession of the Piemonte, is the concessionaire for the management of the Piedmontese regional railway infrastructure and in this capacity carries out the functions referred to Legislative Decree no. 112/15;
- b) the IM provides the GSM-R mobile telephone service, for the purposes allowed under the “Individual licence for the installation and supply of a telecommunications network (based on the ETSI GSM-R technology) dedicated exclusively to the control and operation of rail traffic”, as subsequently amended and supplemented;
- c) the RU holds the licence(s) as follows, no. [which has/have been filed by the IM among its records (ref. no. ____)], for the purpose of providing rail services, issued by pursuant to the applicable EU and national regulations;
- d) the RU holds the entitlement document under Article 3(1)(r) of Legislative Decree 112/15 [which has been filed by the IM among its records (ref. no. ____)], issued by the Ministry of Infrastructures and Transport, for providing rail services (specify the type of service as indicated in the entitlement document) on the Umbrian regional rail network [only if possession of this document is required under the applicable law];
- f) the RU holds the single safety certificate part A no. and part B no. issued by the Agenzia Nazionale per la Sicurezza delle Ferrovie e delle Infrastrutture stradali e autostradali (the National Rail And Road And Motorway Infrastructure Safety Agency, abbreviated as ANSFISA)/ERA;
- g) the RU has been appointed as a Railway Undertaking for delivering train services in accordance with the capacity made available under the Framework Agreement entered into on between (the Applicant) and the IM;
- h) on the RU filed with the IM a train path request, in accordance with the procedures and timescales stipulated in the Network Statement (hereinafter the NS);
- h1) on the IM notified to the RU the definitive availability of the train paths, under the request referred to in paragraphs h) or h1) of these recitals;
- j) this agreement constitutes a formal instrument of allocation of the capacity for accessing the train paths and services hereunder and specified in Annexes 1 and 2;
- k) the RU, in the event of the circumstances referred to 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];
- l) the RU warrants and represents that it has received a copy of the applicable version of the Network Statement (NS), drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, that it is fully acknowledges and accepts the contents thereof, undertaking to comply with it also as regards the terms and conditions and the procedures governing access to the railway infrastructures and relevant services.

The parties hereby covenant and agree as follows:

ARTICLE 1

Recitals and annexes

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

- Annex 1 – Plan of Train Paths;
- Annex 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. 6.3.3.2.1 of the NS);

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 (national long-distance passenger / national short-distance passenger) and the additional services referred to in Section 5 of the NS, which shall be used by the RU over the term of this contract, and which are detailed in Annex 2, besides any other paths or services detailed in the following paragraph 2 constitutes the purpose of this contract. The RU or IM may submit a grounded request – in the event of any significant changes to the technical and economic scenarios, based on which the contents of Annexes 1, 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 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 4.7.1.2 of the NS) and/or cancellation of the paths listed in Annexes 1 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 4.7.1.2 of the NS, including the request of any penalties.
- 3) During the term of this agreement, the IM may totally or partially cancel, or make changes to, one or more of the paths detailed in Annexes 1 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 5.8 of the NS
- 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, 5.6.3.2 and 5.6.4.1 and the Annex to Section 5- part B - 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 5.6.4.1 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] (calculated on the basis of the value of the paths and services detailed in Annexes 1 and 2).

B) [in the case of HS paths referred to in the FA] The RU, consistently with the procedures set out in paragraphs 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 5.6.4.1 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, with the safety certificate referred to in f) of the recitals above and any other intervening measure during the term hereof.
- 5) The RU and IM are committed to carry out jointly assistance drills of clearing operations related to par. 6.3.3.2.1.

ARTICLE 9

Integrity Clause

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented (“Model 231”) of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics (“Code of Ethics”), published at <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- b) to have read Model 231, available at the <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section “The FS Group”, subsection “Ethics, compliance and integrity”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. [RU may indicate here the references to its Code of Ethics, and Model 231, similarly to what is indicated above for RFI].

4. RFI hereby declares and warrants that it has read the RU’s Model 231 and Code of Ethics, published at the Internet address [...], section “[...]”, subsection “[...]”, which can be downloaded and printed out online, or a hard copy of which can be requested at any time, and that it has fully understood the principles, contents and purposes thereof. Each Party declares to have read the above-mentioned documents; to fully understand the principles, purposes and commitments undertaken by each Party in relation to the same documents; to undertake for itself and its administrators, auditors, employees and/or collaborators pursuant to Article 1381 of the Italian Civil Code; to comply with the principles and provisions contained therein; and to ensure, in conducting its business and managing relations with any third parties, that the latter will comply with principles equivalent to those adopted by the Parties

5. Each Party also undertakes to inform the other Parties of any fact or circumstance potentially conflicting with the values, principles and rules of conduct set out in the above-mentioned documents of which they become aware by reason of the existing contractual relationship.

The parties acknowledge that reports relevant to the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platforms:

- the report, addressed to RFI, may be made through the dedicated platform available at <https://www.segnalazione-whistleblowing.rfi.it/#> or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.

- reporting to the RU may be made through [insert counterparty reporting channels];

6. The Parties agree that the failure of either of them to comply with any of the aforesaid principles and provisions, as well as the failure to comply with the undertakings set forth in this article, shall constitute an instance of legal termination of this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to be exercised in the manner set forth in Section 3.3.2.6. of the NS, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

7. Notwithstanding the foregoing, it is hereby agreed that the defaulting Party shall substantially and procedurally indemnify and hold harmless at first request and without exception the other Party and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained in this Article

8 RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group’s Antitrust Compliance Programme.

[In cases where the counterparty does not have a Code of Ethics defining the standards of conduct and values to be followed in managing relations, has not adopted an Organizational Control and Management Model pursuant to Italian Legislative Decree 231/2001, the following integrity clause shall be used instead of the previous one to give content to the obligations imposed through such instruments]:

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented (“Model 231”) of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics (“Code of Ethics”), published at <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- b) to have read Model 231, available at the <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section “The FS Group”, subsection “Ethics, compliance and integrity”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. RU declares to acknowledge the commitments made by RFI in the above-mentioned documents and undertakes, pursuant to Article 1381 of the Italian Civil Code, for itself and its administrators, statutory auditors, employees and/or collaborators to comply with the principles and provisions contained therein, and to ensure that its sub-contractors, sub-suppliers, third parties and its entire supply chain refer, in the performance of its activities and in the management of its relations with third parties, to principles equivalent to those adopted by RFI

4. Any breach by the RU of any of the principles and provisions set out in the Code of Ethics and/or Model 231 and/or the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane, as well as the failure to comply with the commitments hereunder, shall constitute a grounds for the legal termination of this Agreement, in accordance with article 1456 of the Italian Civil Code, to be exercised in accordance with paragraph 3.3.2.6 of the NS, without prejudice to any other legal remedies, including the right to compensation for any damages suffered.

5. Notwithstanding the foregoing, it is hereby agreed that the RU shall substantially and procedurally indemnify and hold RFI harmless at first request and without exception, and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained: i) in the Code of Ethics and/or (ii) in Model 231 and/or (iii) in the Anticorruption Policy of the Ferrovie dello Stato Italiane Group.

6. The RU acknowledges that relevant reports pursuant to and for the purposes of the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platform, available at <https://www.segnalazione-whistleblowing.rfi.it/#>, or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.

7. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme

ARTICLE 10

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 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 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) if web applications with access from the public network are used or servers and network devices are managed remotely;
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 numero 0644103052 – 0644102620, or by writing to the e-mail address SecurityDesk@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 11

Processing of personal data

- a) The Parties undertake to process personal data, collected in the context of and for the purposes related to the conclusion and execution of this contract, in compliance with the principles of correctness, lawfulness and transparency provided for by the current legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 as amended and supplemented).
- b) Specifically, the Parties undertake to process personal data in accordance with the principle of minimisation, and to ensure its integrity and confidentiality.
- c) The obligation of each Party, in its capacity as autonomous data controller, to provide information on the processing of personal data to natural persons within its organisation and to natural persons of the other Party whose data are processed for the purposes referred to in the first paragraph of this Article and to ensure the exercise of the rights of data subjects shall remain unaffected.
- d) The obligation to provide the information referred to in the third paragraph is met by Rete Ferroviaria Italiana by publishing it in the Data Protection section of the institutional website www.rfi.it and by the Contractor by [The Contractor must include the method for providing the information to the data subjects].
- e) Each Party is liable for objections, actions or claims made by data subjects and/or any other person and/or Authority regarding non-compliance with the applicable data protection legislation (EU Regulation 2016/679 and Legislative Decree 196/2003, as amended and supplemented), which are attributable to the same

ARTICLE 11b

Data Protection Clause (for contracts covering passenger services)

The execution of this Contract entails the processing of personal data autonomously by Rete Ferroviaria Italiana SpA and the [Contractor], who are therefore autonomous Data Controllers pursuant to Article 4 of EU Regulation 2016/679, both in respect of the other Data Controller and in respect of the subjects to whom the personal data processed refer.

The Parties mutually acknowledge that they are aware of and apply, within their own structures, the current personal data protection legislation in force for the correct management of the processing.

Specifically, the Parties undertake to:

- thoroughly verify compliance of the processing carried out for the execution of the Contract with the applicable data protection regulations;
- mutually cooperate if one of the parties is the recipient of requests for the exercise of data subjects' rights provided for in Article 12 et seq. of EU Regulation 2016/679 or of requests from the Supervisory Authorities concerning processing operations falling under the competence of the other party;
- apply suitable and adequate security measures to protect the personal data they process for purposes related to the performance of this Contract, covering the risks of destruction, loss, including accidental loss, unauthorised access or modification of data or processing that is not permitted or not in accordance with the collection purposes;
- inform each other with respect to any potential personal data breach (data breach) that may in any way affect the other Party, proceeding without delay to the notification of the personal data breach to the Supervisory Authority, where such notification is required by the Data Controller, pursuant to Article 33 of EU Regulation 2016/679.

ARTICLE 12

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 13

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 14

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 15

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 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, 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.

Annex 3

Financial Overview

RAILWAY UNDERTAKING – (Customer Code)

Timetable

Ref. to Programme of

ACCESS CHARGE + Services

Tr*km planned over the entire period		
	Total	Monthly advance

A	Access charge for planned services (not incl. electric power)			85% advance (passenger service) Monthly value 70% Advance (freight service)
C	Access charge stations for connecting with the Regional Networks (planned services)			
D	Total access charge (not incl. electric power) A+B+C			
E	Electric traction power for planned services			75% advance Monthly value

SERVICES		Planned per year	Quarterly plans for billing
F	TOTAL SERVICES		

G	Estimated contract price D+E+F		
	Performance bond % G		
	Exemption ceiling % A		
	Default – paragraph 3.3.2.5 NS % G		
	Credit ceiling – letter b) paragraph 3.3.2.6 NS % G		

Location of back-up locomotives/vehicles and any emergency vehicles

ANNEX - RU

Location of back-up locomotives and any emergency vehicles (NS 6.3.3.2)

Locomotive	Type of traction	Facility	availability (dd)	Hours of availability	Provision timeframe	Type of rolling stock that can be rescued	Contact persons for infrastructure clearance request

The above relates exclusively to the service programme set out in Annex 1 to this contract.

In the event of any changes/additions to the aforementioned Annex 1, the RU undertakes to inform the IM of the new location and frequency of the back-up locomotives.

N.B. Please indicate any agreements with other RUs, also through partnering arrangements, which guarantee the availability of back-up locomotives/trains.

Emergency vehicles/cars

(If any)

ANNEX - RU

Locomotive technical/performance characteristics

Locomotive type (e.g: E191)	Locomotive type (es.: G2000)	Locomotive type (.....) etc.
Electric locomotive fit for service: (freight and/or passengers)	Electric locomotive fit for service: (freight and/or passengers)	
Maximum power: kW	Maximum power: kW	
Maximum traction force: kN	Maximum traction force: kN	
Maximum speed:..... km/h	Maximum speed:..... km/h	
Length: m	Length: m	
Weight: tonnes	Weight: tonnes	
Mass per axle: tonnes (Line category.....)	Mass per axle: tonnes (Line category.....)	
Multiple control: yes/no (with units of the same group or with group)	Multiple control: yes/no (with units of the same group or with group)	
AT delivery: (yes/no)	AT delivery: (yes/no)	
On-board equipment:	On-board equipment:	

Eventually:

Performance:
- performance grade from 1 to X: tonnes
- degree of performance from X to Y: tonnes
- performance grade from Y to Z: tonnes
-
- performance grade from Z to 25: tonnes

Eventually :

Performance:
- performance grade from 1 to X: tonnes
- degree of performance from X to Y: tonnes
- performance grade from Y to Z: tonnes
-
- performance grade from Z to 25: tonnes

Standard Form of Framework Agreement

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

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

AND

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

RECITALS

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

- That with the Deed of Concession of the Umbria Region (Index no. 53372, protocol no. 264675 of 12 December 2018), was entrusted to R.F.I. S.p.A. the concession for the management of the Umbrian regional railway infrastructure;
 - On the Applicant expressed the desire to acquire network capacity availability;
 - The IM has informed the Applicant of the availability of network capacity, in accordance with Schedule A hereto;
 - The Applicant has produced the documents proving that it has entered into a purchase/leasing contract of the rolling stock needed to operate the transport services for which it has requested the infrastructure capacity herein *[if the Applicant is a RU that does not yet possess the rolling stock at the conclusion of the contract]*;
- [or]
- The Applicant *[if an individual or corporation other than a RU]* has formally designated, notifying the IM to this effect, the RU that will be operating the transport services, at least during the first year of the term of the Framework Agreement, in connection with the acquired capacity;
 - The Applicant has produced the documents referred to in paragraph 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)]*;
 - The Applicant acknowledges receipt of a copy of the applicable edition of the Network Statement (hereinafter the NS), drafted and published by the IM pursuant to Article 14 of Legislative Decree 112/15, and warrants and represents that he is fully acquainted with and accepts the contents thereof and undertakes to abide by and comply with it.

NOW THEREFORE the Parties hereby covenant and agree as follows:

Article 1

Recitals

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

Article 2

Purpose

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

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

which the IM hereby undertakes to make available to the Applicant, whilst things remain as they now stand and in accordance with the provisions set out in the NS [see paragraph 4.5.4.1 (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 9 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 24th month prior to the start date of the working timetable period], the documents proving the availability of an instructor qualified to drive the rolling stock, and related training plan;

- within _____ [*within the 12th month prior to the start date of the working timetable period*], the documents proving the availability of the rolling stock prototype for test purposes.

[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, 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 the Applicant shall comply with the provisions in paragraph 4.4.2.2 of the NS.

The Applicant, being aware that the Framework Agreement shall not hinder the use of the infrastructure by other Applicants, hereby accepts that, during the term hereof, the latter may be subject to changes, also with reference to the multi-year capacity allocated hereunder, in terms of variation of the volumes based on the regulations currently in force or those that may subsequently come into force, or in the event of the adoption of measures by the Regulatory Body, referred to in Article 37 of Legislative Decree No. 112/2015 or of judicial orders. The Applicant may not lodge any claims against RFI, provided that such changes are made in full compliance with the principles of equal treatment and non-discrimination.

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

Processing of Personal Data

The Parties undertake to process personal data, collected in the context of and for the purposes related to the conclusion and execution of this Agreement, in compliance with the principles of correctness, lawfulness and transparency provided for by the current legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 as amended and supplemented).

Specifically, the Parties undertake to process personal data in accordance with the principle of minimisation, and to ensure its integrity and confidentiality.

The obligation of each Party, in its capacity as autonomous data controller, to provide information on the processing of personal data to natural persons within its organisation and to natural persons of the other Party whose data are processed for the purposes referred to in the first paragraph of this Article and to ensure the exercise of the rights of data subjects shall remain unaffected.

The obligation to provide the information referred to in the third paragraph is met by Rete Ferroviaria Italiana by publishing it in the Data Protection section of the institutional website www.rfi.it and by the Contractor by [The Contractor must include the method for providing the information to the data subjects].

Each Party is liable for objections, actions or claims made by data subjects and/or any other person and/or Authority regarding non-compliance with the applicable data protection legislation (EU Regulation 2016/679 and Legislative Decree 196/2003, as amended and supplemented), which are attributable to the same.

ARTICLE 7

Integrity Clause

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- b) to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. [RU may indicate here the references to its Code of Ethics, and Model 231, similarly to what is indicated above for RFI].

4. RFI hereby declares and warrants that it has read the RU's Model 231 and Code of Ethics, published at the Internet address [...], section "[...]", subsection "[...]", which can be downloaded and printed out online, or a hard copy of which can be requested at any time, and that it has fully understood the principles, contents and purposes thereof. Each Party declares to have read the above-mentioned documents; to fully understand the principles, purposes and commitments undertaken by each Party in relation to the same documents; to undertake for itself and its administrators, auditors, employees and/or collaborators pursuant to Article 1381 of the Italian Civil Code; to comply with the principles and provisions contained therein; and to ensure, in conducting its business and managing relations with any third parties, that the latter will comply with principles equivalent to those adopted by the Parties.

5. Each Party also undertakes to inform the other Parties of any fact or circumstance potentially conflicting with the values, principles and rules of conduct set out in the above-mentioned documents of which they become aware by reason of the existing contractual relationship.

The parties acknowledge that reports relevant to the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platforms:

- the report, addressed to RFI, may be made through the dedicated platform available at <https://www.segnalazione-whistleblowing.rfi.it/#> or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the "Whistleblowing FAQ" section accessible from the link indicated therein.

- reporting to the RU may be made through [insert counterparty reporting channels];

6. The Parties agree that the failure of either of them to comply with any of the aforesaid principles and provisions, as well as the failure to comply with the undertakings set forth in this article, shall constitute an instance of legal termination of this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to be exercised in the manner set forth in Section 3.3.2.6. of the NS, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

7. Notwithstanding the foregoing, it is hereby agreed that the defaulting Party shall substantially and procedurally indemnify and hold harmless at first request and without exception the other Party and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained in this Article

8. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the "Guidelines on non-discrimination obligations" adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme.

[In cases where the counterparty does not have a Code of Ethics defining the standards of conduct and values to be followed in managing relations, has not adopted an Organizational Control and Management Model pursuant to Italian Legislative Decree 231/2001, the following integrity clause shall be used instead of the previous one to give content to the obligations imposed through such instruments]:

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.

- b) to have read Model 231, available at the <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
 - c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section “The FS Group”, subsection “Ethics, compliance and integrity”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.
3. RU declares to acknowledge the commitments made by RFI in the above-mentioned documents and undertakes, pursuant to Article 1381 of the Italian Civil Code, for itself and its administrators, statutory auditors, employees and/or collaborators to comply with the principles and provisions contained therein, and to ensure that its sub-contractors, sub-suppliers, third parties and its entire supply chain refer, in the performance of its activities and in the management of its relations with third parties, to principles equivalent to those adopted by RFI
4. Any breach by the RU of any of the principles and provisions set out in the Code of Ethics and/or Model 231 and/or the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane, as well as the failure to comply with the commitments hereunder, shall constitute a grounds for the legal termination of this Agreement, in accordance with article 1456 of the Italian Civil Code, to be exercised in accordance with paragraph 3.3.2.6 of the NS, without prejudice to any other legal remedies, including the right to compensation for any damages suffered.
5. Notwithstanding the foregoing, it is hereby agreed that the RU shall substantially and procedurally indemnify and hold RFI harmless at first request and without exception, and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained: i) in the Code of Ethics and/or (ii) in Model 231 and/or (iii) in the Anticorruption Policy of the Ferrovie dello Stato Italiane Group.
6. The RU acknowledges that relevant reports pursuant to and for the purposes of the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platform, available at <https://www.segnalazione-whistleblowing.rfi.it/#>, or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.
7. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group’s Antitrust Compliance Programme.

Article 8

Temporary reductions of capacity

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

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

Article 9

Agreed capacity

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

In order to ensure the flexible adaptation of the available services to demand, the Applicant (if a RU) or appointed RU may submit to the IM – in accordance with the timescales set out in the NS – a capacity alteration request, compared to the capacity specified in Schedule A, which, as a rule, shall be maintained within a range of $\pm 10\%$ of the trains*km, save as provided in paragraph 3.3.1 (c) of the NS. If the appointed RU avails itself of this opportunity it shall be presumed that it is acting with the Applicant’s consent.

Article 10

Term & termination of contract

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

This Agreement may be terminated in accordance with Article 1456 of the Civil Code and paragraph 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.

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 2024)**

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

Rete Ferroviaria Italiana – S.p.A – 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 ; [Local Authority Applicant Case] by virtue of the powers attributed to it by Council Resolution ____ no. ____ of ____/____/____;

RECITALS

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

That with the Deed of Concession of the Piedmonte Region was entrusted to R.F.I. S.p.A. the concession for the management of the Piedmontese regional railway infrastructure;

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

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

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

NOW THEREFORE the Parties hereby covenant and agree as follows:

Article 1

Recitals

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

Article 2

Purpose

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

- I. Type of transport service;
- II. Characteristics of the connections: lines, origin/destination, stops;
- III. Characteristics of the trains: traction, speed, mass, length;
- IV. Number of paths per time slot, broken down by line, indicating the periodicity schedule and average commercial speed of reference;
- V. Overall volume per timetable period included in the term of the Agreement (shown as trkm);

- VI. Value of the capacity (charge) for each timetable period included in the term of the Agreement (based on the rules and prices in force at the time of conclusion, susceptible of updating during the term of the Framework Agreement);
- VII. Definition of a structured system of services, possibly characterised by train synchronisation and correspondences, based on the integration of the different transport modes.

which the IM hereby undertakes to make available to the Applicant, whilst things remain as they now stand and in accordance with the provisions set out in the NS [see paragraph 4.5.4.1 (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 local public transport services contract].* This Agreement, being related to a tendering procedure for the awarding of contracts that require significant investments, strictly related to the utilisation of the capacity received hereunder, shall be valid for years, effective from the date of execution, after which it may be renewed, unless terminated by either party, for valid reasons, for a further years for one time only, subject to authorisation by the Transport Regulation Authority.

The parties understand that the availability of the capacity hereunder is guaranteed for the term hereof, effective from the "first useful working timetable period", downstream from the completion of the functional procedure ensuring the effective operation of the company awarded the contract, without prejudice to the term of validity of this Agreement. 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.

3. *[only in cases where the Framework Agreement is instrumental to the performance of a tender for the assignment of public rail transport services]* Where the public tendering procedure is not completed, for reasons beyond the Applicants control, 15 months before the commencement of the "first useful working timetable" relating to the term of this FA, the Applicant notifies the IM and the Agreement, if any, in force at the time of the conclusion of this Agreement, may be extended until the date of the first useful working timetable, which the Applicant notifies to the IM as the start date of the new service., within the limits of the framework capacity already allocated to other Applicants. The Applicant undertakes to notify the IM of the start date of the services related to the performance of the tender 12 months in advance of the "first useful working timetable".

Article 4

Applicant's obligations

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

The Applicant undertakes – 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 Applicant and RU shall comply with the provisions in paragraph 4.4.2.2 of the NS.

The Applicant, being aware that the Framework Agreement shall not hinder the use of the infrastructure by other Applicants, hereby accepts that, during the term hereof, the latter may be subject to changes, also with reference to the multi-year capacity allocated hereunder, in terms of variation of the volumes based on the regulations currently in force or those that may subsequently come into force, or in the event of the adoption of measures by the Regulatory Body, referred to in Article 37 of Legislative Decree No. 112/2015 or of judicial orders. The Applicant may not lodge any claims against RFI, provided that such changes are made in full compliance with the principles of equal treatment and non-discrimination

Article 5

IM’s Key Performance Indicator and minimum quality standards

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

- i. the supply of information, in accordance with the forms and procedures set out in SCHEDULE G, to the passengers and general public, within the stations managed by the IM, regarding the infrastructure and the availability of spaces therein;
- ii. the cleanliness and comfort of the stations managed by the IM, according to the minimum quality standards set out in SCHEDULE G;
- iii. the independent accessibility of the stations managed by the IM, in accordance with Regulation (EU) 1300/2014, and consistently with the minimum quality standards set out in SCHEDULE G;
- iv. assistance services to persons with reduced mobility in the stations managed by the IM, to be provided in accordance with the minimum quality standards set out in SCHEDULE G (*when the conditions referred to in paragraph 5.4.2 are met*);
- v. passenger safety in the stations managed by the IM, according to the standards set out in SCHEDULE G.

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

ARTICLE 6

Integrity Clause

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented (“Model 231”) of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.
2. The RU declares and guarantees:

- d) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- e) to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- f) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. [RU may indicate here the references to its Code of Ethics, and Model 231, similarly to what is indicated above for RFI].

4. RFI hereby declares and warrants that it has read the RU's Model 231 and Code of Ethics, published at the Internet address [...], section "[...]", subsection "[...]", which can be downloaded and printed out online, or a hard copy of which can be requested at any time, and that it has fully understood the principles, contents and purposes thereof. Each Party declares to have read the above-mentioned documents; to fully understand the principles, purposes and commitments undertaken by each Party in relation to the same documents; to undertake for itself and its administrators, auditors, employees and/or collaborators pursuant to Article 1381 of the Italian Civil Code; to comply with the principles and provisions contained therein; and to ensure, in conducting its business and managing relations with any third parties, that the latter will comply with principles equivalent to those adopted by the Parties.

5. Each Party also undertakes to inform the other Parties of any fact or circumstance potentially conflicting with the values, principles and rules of conduct set out in the above-mentioned documents of which they become aware by reason of the existing contractual relationship.

The parties acknowledge that reports relevant to the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platforms:

- the report, addressed to RFI, may be made through the dedicated platform available at <https://www.segnalazione-whistleblowing.rfi.it/#> or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the "Whistleblowing FAQ" section accessible from the link indicated therein.

- reporting to the RU may be made through [insert counterparty reporting channels];

6. The Parties agree that the failure of either of them to comply with any of the aforesaid principles and provisions, as well as the failure to comply with the undertakings set forth in this article, shall constitute an instance of legal termination of this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to be exercised in the manner set forth in Section 3.3.2.6. of the NS, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

7. Notwithstanding the foregoing, it is hereby agreed that the defaulting Party shall substantially and procedurally indemnify and hold harmless at first request and without exception the other Party and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained in this Article.

8. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the "Guidelines on non-discrimination obligations" adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme.

[In cases where the counterparty does not have a Code of Ethics defining the standards of conduct and values to be followed in managing relations, has not adopted an Organizational Control and Management Model pursuant to Italian Legislative Decree 231/2001, the following integrity clause shall be used instead of the previous one to give content to the obligations imposed through such instruments]:

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- b) to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. RU declares to acknowledge the commitments made by RFI in the above-mentioned documents and undertakes, pursuant to Article 1381 of the Italian Civil Code, for itself and its administrators, statutory auditors, employees and/or collaborators to comply with the principles and provisions contained therein, and to ensure that its sub-contractors, sub-suppliers, third parties and its entire

supply chain refer, in the performance of its activities and in the management of its relations with third parties, to principles equivalent to those adopted by RFI.

4. Any breach by the RU of any of the principles and provisions set out in the Code of Ethics and/or Model 231 and/or the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane, as well as the failure to comply with the commitments hereunder, shall constitute a grounds for the legal termination of this Agreement, in accordance with article 1456 of the Italian Civil Code, to be exercised in accordance with paragraph 3.3.2.6 of the NS, without prejudice to any other legal remedies, including the right to compensation for any damages suffered.

5. Notwithstanding the foregoing, it is hereby agreed that the RU shall substantially and procedurally indemnify and hold RFI harmless at first request and without exception, and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained: i) in the Code of Ethics and/or (ii) in Model 231 and/or (iii) in the Anticorruption Policy of the Ferrovie dello Stato Italiane Group.

6. The RU acknowledges that relevant reports pursuant to and for the purposes of the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platform, available at <https://www.segnalazione-whistleblowing.rfi.it/#>, or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.

7. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme

Article 7

Temporary reductions of capacity

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

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

Article 8

Agreed capacity with the Railway Undertaking

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

In order to ensure the flexible adaptation of the available services to demand, the Applicant (if a RU) or appointed RU may submit to the IM – in accordance with the timescales set out in the NS – a capacity alteration request, compared to the capacity specified in **Schedule A**, which, as a rule, shall be maintained within a range of $\pm 10\%$ of the trains*km (trkm), save as provided in paragraph 3.3.1 (c) of the NS. If the appointed RU avails itself of this opportunity it shall be presumed that it is acting with the Applicant's consent.

Article 9

Processing of personal data

The Parties undertake to process personal data, collected in the context of and for the purposes related to the conclusion and execution of this Agreement, in compliance with the principles of correctness, lawfulness and transparency provided for by the current legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 as amended and supplemented).

Specifically, the Parties undertake to process personal data in accordance with the principle of minimisation, and to ensure its integrity and confidentiality.

The obligation of each Party, in its capacity as autonomous data controller, to provide information on the processing of personal data to natural persons within its organisation and to natural persons of the other Party whose data are processed for the purposes referred to in the first paragraph of this Article and to ensure the exercise of the rights of data subjects shall remain unaffected.

The obligation to provide the information referred to in the third paragraph is met by Rete Ferroviaria Italiana by publishing it in the Data Protection section of the institutional website www.rfi.it and by the Contractor by [The Contractor must include the method for providing the information to the data subjects].

Each Party is liable for objections, actions or claims made by data subjects and/or any other person and/or Authority regarding non-compliance with the applicable data protection legislation (EU Regulation 2016/679 and Legislative Decree 196/2003, as amended and supplemented), which are attributable to the same.

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.

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

[Case Applicant Private Subject]

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.

[Local Authority Applicant Case]

The costs of stipulating and signing this Agreement and the necessary copies as well as those of stamp duty are borne in full by the Parties in equal measure. Taxes inherent and consequent to this Agreement are borne by the contracting parties in accordance with the provisions of the law.

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
(updated in December 2024)**

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 S.p.A (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 or via CEM, 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.

.....(*the Guarantor Institute*) states that it is willing to provide and issue, as is, this surety bond with formal waiver of the benefit of prior enforcement against the main debtor pursuant to Section 1944 of the Italian Civil Code.

Furthermore, the.....(*the Guarantor Institute*) waives the right to object to the time limit pursuant to Article 1957 of the Italian 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.

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

Signature

NB:

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

Model PERFORMANCE BOND provided in connection with the Access Contract
(updated in December 2024)

WHEREAS

an Access Contract to the railway infrastructure, expiring on for the estimated amount of € (.....) has been entered into by Rete Ferroviaria Italiana S.p.A (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 or via CEM, 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.

.....(*the Guarantor Institute*) states that it is willing to provide and issue, as is, this surety bond with formal waiver of the benefit of prior enforcement against the main debtor pursuant to Section 1944 of the Italian Civil Code.

Furthermore, the.....(*the Guarantor Institute*) waives the right to object to the time limit pursuant to Article 1957 of the Italian 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.

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 2024)

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 or by means of certified e-mail, 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.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 5 calendar days from the request made by the Company to this effect;
4. for nationwide cover in Italy;
5. (*) ((*) that, if the safety certificate provides for the possibility of accessing network connecting station), the validity of the cover is extended to include the line sections operated by RFI abroad up to the network connection points;
6. for the Company's waiver of the right of subrogation descending from article 1916 of the Civil Code, towards persons to which the insured/contracting party is liable, in accordance with the law, except in the case of wilful misconduct;
7. for the undertaking to activate the necessary guarantees also upstream from the final determination of any responsibility, simply at the presentation of a claim by the damaged parties (even if the claims are filed directly against the insured party).

(*) cross out the item that does not apply

DATE

(Ink stamp and signature of the Company)

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

BETWEEN

Rete Ferroviaria Italiana – S.p.A - 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 instreet 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 non-RU Applicant fails to designate a RU and/or fails to enter into a contract.
2. The Applicant has, or has applied to the IM in accordance with paragraph 4.2, point 3 of the NS, in order to participate in the capacity allocation process and to submit its train path and service applications.
3. In accordance with paragraph 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**

The Parties undertake to process personal data, collected in the context of and for the purposes related to the conclusion and execution of this Agreement, in compliance with the principles of correctness, lawfulness and transparency provided for by the

current legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 as amended and supplemented).

Specifically, the Parties undertake to process personal data in accordance with the principle of minimisation, and to ensure its integrity and confidentiality.

The obligation of each Party, in its capacity as autonomous data controller, to provide information on the processing of personal data to natural persons within its organisation and to natural persons of the other Party whose data are processed for the purposes referred to in the first paragraph of this Article and to ensure the exercise of the rights of data subjects shall remain unaffected.

The obligation to provide the information referred to in the third paragraph is met by Rete Ferroviaria Italiana by publishing it in the Data Protection section of the institutional website www.rfi.it and by the Contractor by [The Contractor must include the method for providing the information to the data subjects].

Each Party is liable for objections, actions or claims made by data subjects and/or any other person and/or Authority regarding non-compliance with the applicable data protection legislation (EU Regulation 2016/679 and Legislative Decree 196/2003, as amended and supplemented), which are attributable to the same.

7. Integrity Clause

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- b) to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. [RU may indicate here the references to its Code of Ethics, and Model 231, similarly to what is indicated above for RFI].

4. RFI hereby declares and warrants that it has read the RU's Model 231 and Code of Ethics, published at the Internet address [...], section "[...]", subsection "[...]", which can be downloaded and printed out online, or a hard copy of which can be requested at any time, and that it has fully understood the principles, contents and purposes thereof. Each Party declares to have read the above-mentioned documents; to fully understand the principles, purposes and commitments undertaken by each Party in relation to the same documents; to undertake for itself and its administrators, auditors, employees and/or collaborators pursuant to Article 1381 of the Italian Civil Code; to comply with the principles and provisions contained therein; and to ensure, in conducting its business and managing relations with any third parties, that the latter will comply with principles equivalent to those adopted by the Parties.

5. Each Party also undertakes to inform the other Parties of any fact or circumstance potentially conflicting with the values, principles and rules of conduct set out in the above-mentioned documents of which they become aware by reason of the existing contractual relationship.

The parties acknowledge that reports relevant to the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platforms:

- the report, addressed to RFI, may be made through the dedicated platform available at <https://www.segnalazione-whistleblowing.rfi.it/#> or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the "Whistleblowing FAQ" section accessible from the link indicated therein.

- reporting to the RU may be made through [insert counterparty reporting channels];

6. The Parties agree that the failure of either of them to comply with any of the aforesaid principles and provisions, as well as the failure to comply with the undertakings set forth in this article, shall constitute an instance of legal termination of this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to be exercised in the manner set forth in Section 3.3.2.6. of the NS, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

7. Notwithstanding the foregoing, it is hereby agreed that the defaulting Party shall substantially and procedurally indemnify and hold harmless at first request and without exception the other Party and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained in this Article.

8. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the "Guidelines on non-discrimination obligations" adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme.

[In cases where the counterparty does not have a Code of Ethics defining the standards of conduct and values to be followed in managing relations, has not adopted an Organizational Control and Management Model pursuant to Italian Legislative Decree 231/2001, the following integrity clause shall be used instead of the previous one to give content to the obligations imposed through such instruments]:

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- a) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- b) to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- c) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. RU declares to acknowledge the commitments made by RFI in the above-mentioned documents and undertakes, pursuant to Article 1381 of the Italian Civil Code, for itself and its administrators, statutory auditors, employees and/or collaborators to comply with the principles and provisions contained therein, and to ensure that its sub-contractors, sub-suppliers, third parties and its entire supply chain refer, in the performance of its activities and in the management of its relations with third parties, to principles equivalent to those adopted by RFI.

4. Any breach by the RU of any of the principles and provisions set out in the Code of Ethics and/or Model 231 and/or the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane, as well as the failure to comply with the commitments hereunder, shall constitute a grounds for the legal termination of this Agreement, in accordance with article 1456 of the Italian Civil Code, to be exercised in accordance with paragraph 3.3.2.6 of the NS, without prejudice to any other legal remedies, including the right to compensation for any damages suffered.

5. Notwithstanding the foregoing, it is hereby agreed that the RU shall substantially and procedurally indemnify and hold RFI harmless at first request and without exception, and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained: i) in the Code of Ethics and/or (ii) in Model 231 and/or (iii) in the Anticorruption Policy of the Ferrovie dello Stato Italiane Group.

6. The RU acknowledges that relevant reports pursuant to and for the purposes of the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platform, available at <https://www.segnalazione-whistleblowing.rfi.it/#>, or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the "Whistleblowing FAQ" section accessible from the link indicated therein.

7. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the "Guidelines on non-discrimination obligations" adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme.

Rome,

Signature

SECTION 4 – CAPACITY ALLOCATION

4.1 INTRODUCTION

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

4.2 DESCRIPTION OF THE PROCESS

1. The IM, on an annual basis and consistently with the international agreements on the date of entry into force of the new train timetable in the European states, shall disclose the schedule setting out the deadlines for each of the stages of the process for the allocation of the train path, with reference to the coming into force of the timetable and to the dates of any intermediate variations.
2. The process of assigning infrastructure capacity is open to all entitled parties pursuant to current legislation, hereinafter referred to as the "Applicant". The IM is responsible for the discussion and definition of the integrated capacity of the line and of the systems forming part of the infrastructure under concession.
3. The Applicant must submit the requests to the structures indicated by the IM within the terms and in the manner established and made public by the same, indicating, if deemed appropriate, also the order of mutual priority that it intends to attribute to the requests made, as well as the commercial specifications and production related to the required set of paths.
If the paths requested involve one or more stations/network connecting sections, the applicant must also provide a detailed description of the activities functional to their execution (stop at the station, entry/exit from the depot, train shunting to coupled/uncouple the locomotive, etc.)
4. 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 4.6.2, 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

Carrying out a new passenger service (not governed by a public service contract)

The applicant for infrastructure capacity aimed at carrying out a new passenger transport service must inform the Infrastructure Manager and the Authority regarding this new service at least 18 months before the entry into force of the service timetable at which the capacity request refers.

4.3 CAPACITY REDUCTION

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.

4.3.2 Information to be provided by the IM before and during the transport services, in respect of capacity reductions

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 months, 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 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:
 - the final programmes of the operations (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;
 - 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.
 - 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.
 - 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 affected IMs. The IM shall take into account the observations received during the publication stage at X-12 months, providing for any ad-hoc meetings with the RU and the Stakeholders, especially in relation to the new unavailable sections referred to point 2.

The consolidated unavailable line sections takes into account during the timetabling process, albeit consistently with the level of development of the activities.

3. Within 6 months before the entry into force of the timetable, the IM, via the ePIR portal:
 - announces the consolidated scenario and the operating model of the infrastructural works not disclosed in the previous points 1 and 2.
 - publishes the unavailability programs, which provide for the deviation/cancellation of the planned offer in the infrastructural line affected by the works in a percentage measure higher than 10% and

lower than the thresholds referred to in the previous points, providing ad hoc meetings for the consultation of the RUs involved;

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

4. The reductions of capacity shall be specified in the ePIR portal, indicating the section and period of execution of the works, with an estimate of the effects on capacity (possibility of route limitations, re-routing or detours, timetable changes, non-release of the paths, etc.), including the volume of service cancellations/detours, in accordance with the Delegated Decision 2017/2075, the final details of which shall be known at the delivery of the timetable. Any alternative routes are specified to enable the RU to proceed consistently during the path request period.
5. The percentage service detours/cancellations is calculated taking into account the applicable supply model and the increased services already known for the period of unavailability, with reference to the day with the highest number of services scheduled within the period of the temporary capacity reduction (if the suspension concerns workdays and holidays, the choice must fall on the workday with the highest number of scheduled services; if the suspension concerns holidays, the holiday day with the highest number of scheduled services must be chosen).
6. The works of the type referred to in point 3 above, which it has not been possible to publish at least six months prior to the start of the working timetable, shall be notified to the Applicants with at least 180 days notice prior to the start date of the works. Infrastructure maintenance needs will normally be met outside line opening hours. In the event of particularly extensive works, the IM has the right to make the infrastructure temporarily unavailable, notifying the RU within the time frame indicated in chapter 3.
7. Regarding the works of the type referred to in points 1, 2 and 3 above (and not included in the timetable of services), regarding which the publishing timelines have been complied with, and regarding the minor works, which are not subject to any publishing obligations, the IM shall comply with the timelines detailed in the following points, when preparing the necessary capacity reduction measures.
8. The operating schedule for unavailability (paths concerned by the works, start and end date of the works, any service limitations arising in connection with the works, foreseeable major timetable services, any path cancellations and available alternative paths) must be notified to the RUs concerned:
 - 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.

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

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

10. Within 10 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 8, for the elements arising during the preparation of the scheduling measures.

11. The IM shall always provide for the issuing of VCOs (alteration during the applicable working timetable period) in the wake of one or more scheduled capacity reductions (not due to force majeure events), as provided in point 9, with quantified impacts on supply in::

Passenger trains Daytime long distance trains

- delays > 30' on the entire path;
- delays > 10' on the entire path, for more than 5 consecutive days.

Passenger trains Night long distance trains

- a. 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 > 30' on the entire path;

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

12. The IM - in the event of large-scale urgent works for security purposes - may make the infrastructure temporarily unavailable while notifying, where possible, the RU with at least 7 days' notice.
13. When the need to perform works is due to unexpected or force majeure events, requiring the taking of immediate actions that cannot be postponed, and as a result of which it is necessary to change the paths set out in the relevant agreements, the IM shall provide information to the RU on the matters set out in point 8 above, with as much advance notice as possible in respect of the commencement date of the works.
14. The IM shall notify the RUs, via information available on PIC Web, of the deterioration of the rail infrastructure such as to entail a reduction of the capacity of the lines or facilities or such as to generally cause the trains to reduce their speed.
15. In the event of anomalous situations, the IM shall provide information relating to the conditions of the infrastructure and the situation of the train services, at both the departure of the trains from the facility/station, and during the journey, and, at the request of the RU and - where permitted by the instruments of the IM - the position of the trains themselves.

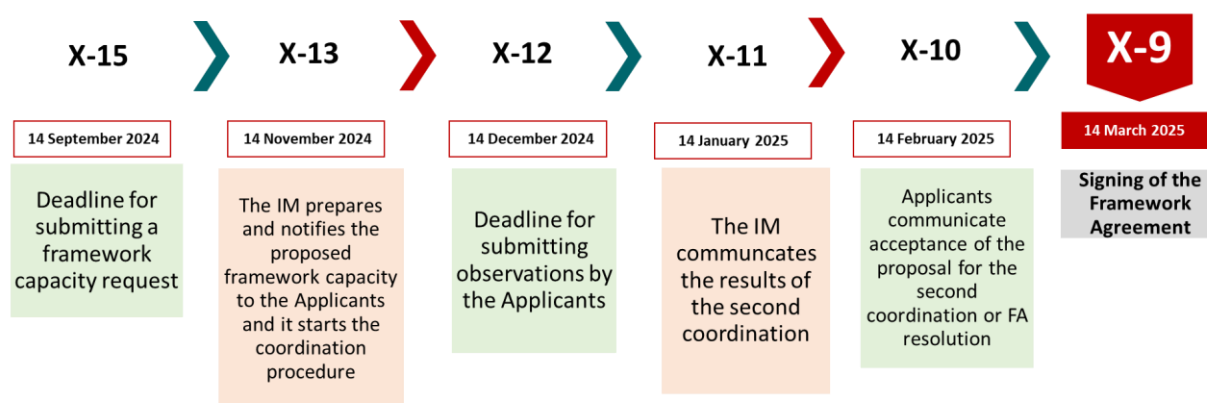
With regard to the economic consequences of any failure by the IM to comply with the obligations set out in paragraphs 2 to 9 above, please refer to paragraph 5.6.2.1.

4.4 FRAMEWORK AGREEMENT REQUEST AND CAPACITY ALLOCATION PROCESS

4.4.1 Schedule for Capacity Requests for the purpose of the Framework Agreement

All requests for the conclusion or amendment of a Framework Agreement shall be sent to the IM within 15 months from the start of the first useful working timetable, on the basis of the characteristics envisaged in the format included in Appendix 1 to this chapter, under penalty of rejection of the request under penalty of rejection of the request in relation to the timetable to which this NS refers. The requests that has been sent within that date 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 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:

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

4.4.2 Framework capacity allocation process

4.4.2.1 Limitations to the allocation of framework capacity

Bearing in mind that, in the event of conflicting requests, the Infrastructure Manager is obliged to apply the coordination procedures provided for by the applicable regulatory framework, the assignable capacity per individual Framework Agreement or for all the Framework Agreements is established as follows:

- 85% of the total capacity related to each individual route and time slot;
- the individual FA holder, during the annual capacity request, in the absence of other requests, may access up to 100% of the available capacity, subject to the safeguard measures for any third parties requesting capacity after the deadline for the aforementioned annual or ongoing application (return to the IM of the portion of capacity in excess of the 85% limit, referred to in the first bullet)¹.

¹ The implementation of provision no. 4.3.1 of Resolution no. 167/2023 shall not be construed as representing acquiescence on the part of RFI with respect thereto and the related and/or consequential acts, with respect to which the undersigned reserves the right to take the widest possible assessment and initiative in the competent fora.

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 services heterotachy level, applying the following formula:

$$\text{Commercial hourly capacity} = \text{Theoretical hourly capacity}/K$$

where the theoretical hourly capacity = $60/d$, with d being the minimum headway between one train and the next, in the given section.

Where K expresses the level of heterotachy resulting from the amount of services 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 in order to reconcile 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 at the same time as the communication to the Applicants, as well as any other interested holders of a valid Framework Agreement, of the proposed-framework capacity (X-13) and finished 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 with possible qualitative and/or quantitative variations to the applications received or to the framework capacity already allocated;

This information are 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, due to the comments received from Applicants (X-12), or from the concerned holders of valid Framework Agreements, it proves impossible to reconcile the existing Framework Agreements and the requests for new Framework Agreements or for the amendment of new Framework Agreements currently valid, 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 to the Applicants of the final proposal for framework capacity (X-11) by the IM.

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

- request each of the parties to the existing Framework Agreements to return a part of the capacity indicated in Schedule A, with specific reference to the sections and time slots concerned by the new entrant's request from the proposal for secondary coordination, if the non-acceptance comes from an existing Framework Agreement holder.
- reject the application for a new Framework Agreement if the rejection comes from an applicant for a new Framework Agreement.

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

4.5 PATH ALLOCATION PROCESS

4.5.1 Schedule for Path/Service Requests for the 14 December 2025 – 12 December 2026 Timetable Period

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

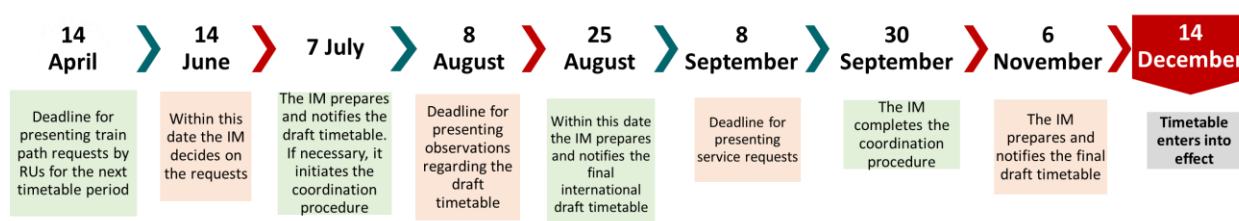
These requests, however, are handled according to different procedures, according to whether they were received before or after the deadline marking the inception of the allocation process, which shall be fixed at least 8 months prior to the date the timetable comes into force. Requests submitted by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

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

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

The allocation of the train paths and ancillary services requested within the 14/04/2025 shall be made according to the following schedule:

Timescale for planning the Timetable valid from 14 December 2025 to 12 December 2026



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:

- are not concerned by any observations regarding the draft timetable of July;
- are concerned by observations within the established deadline for observations to the draft timetable of July;

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

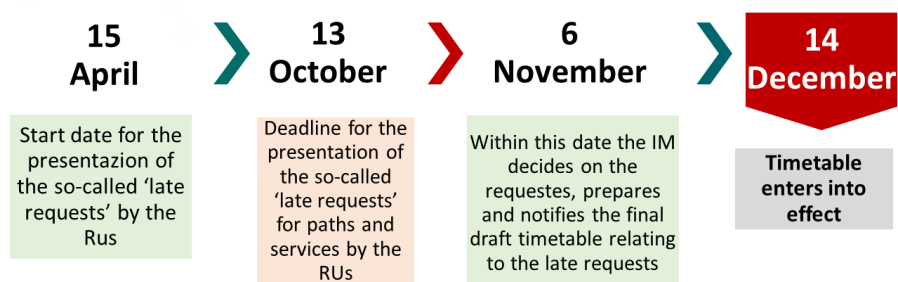
- for the applicant (other than a RU), the obligation to appoint a RU to provide the service on its behalf, failing which the provisions set out in paragraphs 5.6.3.1 shall apply;
- for a RU, to enter into the access contract, failing which the provisions set out in paragraph 5.6.3.2 shall apply.

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 processing of all requests submitted in accordance with such deadlines of the previous paragraphs and in any case in chronological order. In the allocation of late requests, the infrastructure manager can re-plan an assigned train path in order to compatibilize all requests and if it is approved by the applicant to which the path was assigned in the first place.

Applications for paths received between **15/04/2025 and 13/10/2025** (so-called Late Applications) will be processed as follows:



Requests for train paths received from **14/10/2025** are 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 entry into force of the intermediate adjustment.

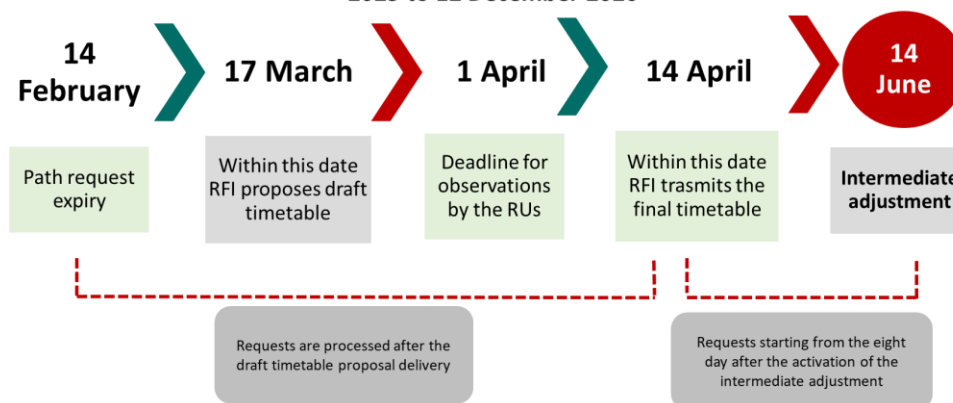
Requests relating to the intermediate adjustment submitted by Applicants beyond the deadline established in this paragraph shall be handled by the IM from the first working day after the deadline and giving priority to the requests submitted in accordance with the applicable framework agreements.

Requests for train paths submitted by the RU after the set deadline and by the date of transmission of the final project will be processed after the final timetable has been delivered. The IM shall either define the train paths or refuse a request by 30 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 14 December 2025 to 12 December 2026

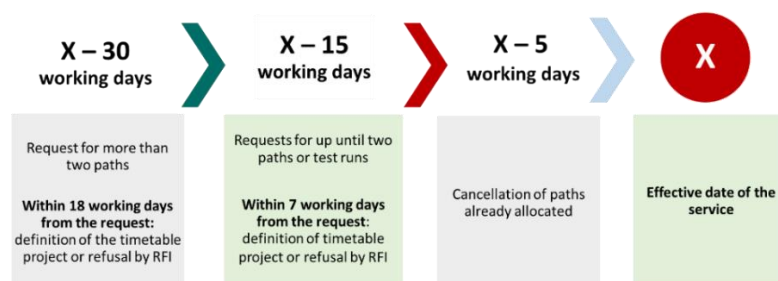


4.5.3.2 Schedule for Working Timetable

Requests in connection with the annual timetabling process

Subject to the provisions relating to intermediate adjustment, requests for train paths/services in the applicable working timetable period shall be submitted:

- at least 30 working days prior to the date of performance of the service, in the case of requests for more than two paths (excluding connected technical paths requested at the same time as commercial ones). The definition of the draft timetable, or the rejection of the request by the IM is made within 18 working days from the receipt of the request;
- except for the cases referred to in the following section, at least 12 business days from the date of entry in force of the path /service, if the application relates to up to two paths (excluding the related technical paths applied for in parallel with the commercial ones), provided that the RU already holds a Path Access Contract for similar services; in this case, the IM shall accept or reject the train paths within 5 business days from date on which it receives the draft timetable application;
- at least 15 working days prior to the start of the train path/service, if the request concerns up to two paths (excluding connected technical paths requested at the same time as commercial ones), 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 as well as for applications relating to the cancellation of already assigned paths/services involving a change in the station commitment at the affected stations. In this case, the acceptance or rejection of the paths by the IM shall be made within 7 working days from the date of receiving the request relating to the draft timetable;
- at least 5 business days before the planned date for implementation of the measure for applications regarding the cancellation of train paths/services that have already been assigned and that do not involve a change in the station commitment at the stations concerned.



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 in the case of requests 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.

The path that is not formally accepted by the Applicant is once again 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.

For changes during the timetable, in the event of a request for paths relating to the Rivarolo Canavese – Pont Canavese line during the period of suspension from operation, a feasibility assessment of the possible resumption of operation will be carried out for each request.

Short notice requests

Train path requests

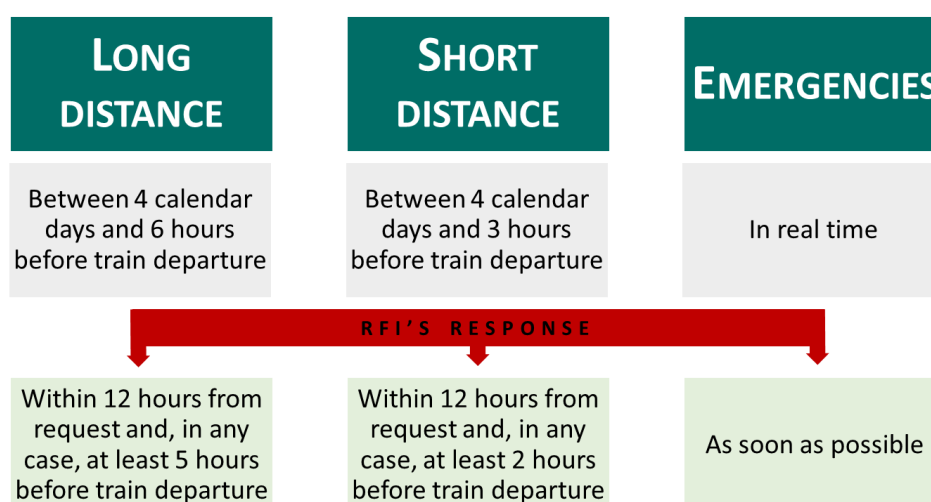
The train paths in short notice shall be requested only within the framework of a valid contract, subject to consistency with the guidelines stipulated in the Safety Certificate. The requests shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the 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.



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.

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) ± 15 minutes for long-distance passenger services;
- b) ± 15 minutes for regional passenger services provided by local authorities;
- c) the flexibility margins shown above are reduced to ± 10 in the commuter time slots.

The flexibility margins used in the harmonisation phase shall take into due account the frequency needs and the correspondences between services.

2. Without prejudice to the observance of the principles referred to in paragraph 1 above, the IM, during the harmonisation of two or more conflicting paths, shall satisfy the said paths by applying the criteria referred to in paragraph 4.6.2.

3. The RU may request the TRA to re-examine the decisions adopted by the IM.

4.5.5 Path and service coordination process

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. The IM shall jointly assess the submitted observations with 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

The IM shall reconcile the conflicting requests for services, 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 quantity of 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 ± 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 IM declares the element of infrastructure concerned to be congested 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. The IM assigns 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, with the following order of priority to:
 - international train services;
 - transport services the quality and quantity of which is sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments;
2. Any incompatibility between train paths with equal priority, in accordance with the previous paragraph 1, shall be solved by giving priority:

- 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, if they are planned for the commuter time slots, i.e. between 6.00-9.00 and 17.00-20.00;
 - the passenger transport services shall be given priority status along the entire route vis-à-vis the other services referred to in paragraph 1 if they are planned between 7.00-22.00, excepting the cases of conflicts generated by the priority trains of 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:
- a) 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;
 - b) use an higher number of cadenced paths during the day;
 - c) use more cadenced and uniform paths throughout the day;
 - d) services that most utilise uniform paths during the week;
 - e) services using paths that segment to a lesser extent the line, individually developing the most number of kilometres.
- With reference to points b and c, also services carried out by several RUs under specific commercial agreements are taken into account, which must be documented to the IM when requesting paths and in any case concluded in compliance with the principles set out in art. 101 of the Treaty and relevant national legislation.
- In the framework capacity allocation process, the concept of cadence applies to requests relating to a mission and for which the applicant has specified the frequency of repetition during the day.
- If the conflict persists, the priority is determined by the chronological 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 (OSP Passengers, Open Access Passengers, Freights) is fixed at 60%. This maximum percentage does not apply to dedicated or specialised lines for certain types of traffic. The criteria is also applied in the allocation of capacity formalised by framework agreement.
6. Any incompatibilities between path requests submitted by different Applicants for the same type of service shall be governed with the priority criteria referred to in sub-paragraphs 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 Applicant granted priority status is fixed at 80%. In the case of allocation to the Applicant priority result of the maximum share of available paths, the remaining 20% may be fully allocated to the Applicant that has the priority in application of the criteria referred to in points 3 and 4 of this paragraph. This principle shall be applied also to the capacity allocation formalized under a framework agreement.
7. The applicant who has priority in the process described in point 6 above shall be entitled to select the specific paths/time channels.
8. 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

4.7 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.

4.8 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.

- **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, or to work before departure to restore the composition to its design-defined values.

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. The IM must always provide the reasons for its refusal.

In the event of technical non-conformities found in a part of the components during the ancillary operations prior to train departure, or during the journey, the IM contact, after having been notified in real time by the RU

contact, shall ensure that the latter acts promptly to remedy the non-conformities, as long as the maximum absolute values under the applicable regulations are complied with.

If there are any delays in remedying the problem, the IM contact shall apply the provisions envisaged above.

- **Request for additional stops**

The RU shall also be entitled to request, and the IM to grant, additional stops for passenger services or technical operations, provided that the train length fits the maximum length of the station platforms, as stipulated in Section 7, 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 5.6.4.1.

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 5.6.3.1, 5.6.3.2, 5.6.4.1 and 5.6.4.2.

Capacity request form for Framework Agreement

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																						
Services and Connections	Time slot (departure time from the origin station or section start)																					
	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	00:00	Total (paths day)
	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

5.1 INTRODUCTION

Pursuant to Article 37 of Law Decree no. 201/2011 (converted into law, with amendments, by Law no. 214 of 22 December 2011) and Article 13 of Legislative Decree no. 112/15, the Transport Regulatory Authority defines the general regulatory guidelines relating to the remuneration of services described in this section.

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

a) 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;

b) Guaranteed access to service facilities and supply of services

Refer to what is described in section 7 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 on the lines and facilities described in section 2.

- traction current;
- water supply to trains;
- monitoring trains carrying dangerous goods;
- services for exceptional transports;
- parking;
- assistance to passengers with reduced mobility (PRM);

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:

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

5.2 TARIFFS SYSTEM

The values of the fees and charges related to the service timetable to which the NS refers, will be defined during 2025, on the occasion of the tariff proposal for the regulatory period 2026-2030 - that, under the Decision of the Transport Regulatory Authority no. 95/2023 and 51/2024, the GI will have to formulate during the same year - and will be determined through a freezing of the rates referred to 2024-2025 timetable, subject to an adjustment which will take account of the purely inflationary aspects.

5.3 MINIMUM ACCESS PACKAGE

5.3.1 Services included in the minimum access package

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

The MAP includes all the preliminary activities needed to conclude the Contract:

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

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

Right to utilise the allocated capacity

Comprises the activities needed to ensure:

- as regards the lines:
 - their availability for transport services;
 - their quality, meaning the performance characteristics of the infrastructure, needed to utilise the allocated train path.
- as regards passenger stations:
 - the availability of arrival/departure tracks for the time needed to carry out the technical and commercial services.

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

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

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

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

This includes, within the timeframe of the opening times of the lines and installations:

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

- the communications tools adopted are timetables, sound announcements, displays as detailed for the individual stations/stops in Annex 4
- on the Settimo – Rivarolo line, loudspeaker announcements regarding train circulation is guaranteed to the public in the stations.

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.

Information as is necessary to implement or operate the service for which capacity has been granted and Information to customers

RFI makes available to the RUs that have entered into an access contract the access to IM's information systems, through a number of lines/network connections included in the MAP, as defined in paragraph 5.5.2.1 below:

- **PICWEB-RU information system with a Web interface including the modules as follows:**
 1. **Scheduling GO:** a module for viewing the scheduled trains and the rescheduling of short-term requested trains.

In accordance with the personal data protection regulations, if the holder of the account/connection differs from the *"Accredited contact indicated in annex 3 to the agreement, in respect of the short-term request for train paths"*, the request for the activation of the service must be presented in writing by the legal representative of the RU or a delegated official.

2. **Real time:** a module for monitoring and controlling traffic and the infrastructure, by means of timetable information updated in real time.
3. **Real time "Traingraph":** a function for monitoring and controlling traffic and the infrastructure, by means of space-time graphics built using information updated in real time.
4. **Production control:** a module for producing and viewing reports and analyses relating to historical traffic data and the state of the infrastructure.
5. **Output control – Client profile:** a module for producing and displaying reports and analyses relating to the state of the infrastructure and of train operations under the Framework Agreement entered into with RFI. The profile is specific for types of users, such as the Regions/Autonomous Provinces that are parties to the Framework Agreement and/or as the parties commissioning the public transport service.
6. **Reporting:** a module for producing and viewing the total monthly access charges and the Performance Scheme.

In accordance with the personal data protection regulations, if the holder of the account/connection differs from the *"Accredited contact indicated in annex 3 to the agreement, in respect of the Service delivery reporting/Billing"*, the request for the activation of the service must be presented in writing by the legal representative of the RU or a delegated official.

7. **Short-Term Request Back End:** a module for viewing the scheduled trains and rescheduling of trains, under short term requests, via a direct interface between the RU's and the IM's systems.
8. **Back End Communication of real composition:** a module for forwarding data relating to the composition of the train at departure, via a direct interface between the RU's and the IM's systems.
9. **Back-End Data Publication:** for Regional Authorities, Autonomous Provinces and State Administration Departments, within the sphere of application of Public Service Obligation (PSO) Framework Agreements (FA) signed by the same, access to the system on the part of users suitably profiled for the performance of institutional tasks pertaining to their areas of competence is granted pursuant to article 50 of the Italian Digital Administration Code (DAC). This will occur free of charge for at least 2 users representing each of the aforementioned entities, except in those cases where exceptional costs arise which are borne by the

Infrastructure Manager (IM). These costs will be subject to prior scrutiny by the offices of the Transport Regulation Authority.

- **PICWEB – Profile OPE7:** a module enabling the computerised management and forwarding to the IM of the train composition, rolling stock shifts, requests for services at facilities and shunting operations, with the related performance information and with the display of the M53 Integrated Shunting, at the freight terminals where it is installed.
- **PICWEB – OPE8 profile:** rolling stock delivery management form;
- **WEB SERVICE ARRIVALS AND DEPARTURES:** this module enables the real-time displaying of passenger information on the monitors installed in the stations; it also includes the information channel called “Stazione Virtuale” (Virtual Station), for interfacing with the information systems of RFI that manage public announcements;

Information to Customers

Based on the information shared between the IM and the RU when requesting and assigning the path, as well as before the departure of the train, the IM must provide the following information in the MAP, based on the tools currently available at the individual stations:

- Information regarding the schedule, the detailed schedule and related information (train number, owner RU, train classification, origin/destination, route or stops, timetable, arrival and departure paths in the facilities, days of operation);
- Information related to the actual circulation patterns, all significant changes to the above-mentioned information (including any queued certificate) and, where technically possible, the related causes;
- Information on the re-routing to another train or bus.

When there is a scheduled or rescheduled bus replacement service, i.e. for re-routing services under Operational Management, the information is provided according to the data made available by the RU and strictly pertaining to it through the RFI systems or through the interface between the RFI-IF systems.

Further information with respect to the perimeter of the previous points (coherently with Annex 6 of DM 43/T) will be requested by the RU as part of the extra MAP services referred to in paragraph 5.5.2.

Information provided by IM to passengers, in accordance with the quality indicators and standards set out in the applicable RFI Charter of Services, is provided through:

- 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 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.

The methods of providing information are regulated in the Information to customers Handbooks.

The provision of the information service to the public is carried out through timetables, notices to travellers and arrival and departure monitors, on the occasion of the activation of the service hours, of the intermediate

adjustment and for any changes that may occur. The timetables and the notices to travellers are located in places of maximum visibility and in the vicinity of the ticket office.

Infrastructure connecting service facilities

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

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 5.1–5.3.

Table 5.1– TA1 unit prices by WEIGHT class of the train

Weight Classes	TA1 [€/km]
0 - 500 t	0,134
500 -1000 t	0,391
1000-1500 t	0,648
≥ 1500 t	0,906

Table 5.2 – TA2 unit prices by operating SPEED

Operating speed	TA2 [€/km]
0 – 100 km/h	0,124

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

Speed operating = Distance travelled / (Travel time – Stops)

Tabella 5-3 - unit prices by wear and tear of the OVERHEAD CONTACT LINE

<i>Type of traction</i>	<i>T_{A3} [€/km]</i>
Electric traction	0,024
Diesel traction	0,000

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

Tabella 5-4 – Market segments

<i>Market segments</i>	<i>TB (€/km)</i>
PSO Regional - Nodo Ring	2,928
PSO Regional - Nodo Ring – HOLY	2,613
Open Access – National - Basic	3,593
Technical	1,430
Freight Nada Base	
Freight Night	

Tabella 5-5 – Description of market segments

<i>Market segments</i>	<i>Description</i>
PSO Regional	Universal service regional passenger trains
Open Access – National -Basic	Non PSO trains accessing on the network
Technical	Non commercial trains: transporting materials, isolated locomotives, staff shuttles, other shuttles (except for freight shuttles for commercial purpose)
Nodo Ring	REGIONAL node services (Using at least part of the Metropolitan network) Operated every day except Sunday and Holidays
Nodo Ring – Holy	REGIONAL node services (Using at least part of the Metropolitan network) Operated Sunday and Holidays
Nada base	NATIONAL FREIGHT services • km traveled mainly during the DAYTIME period (< 51% between 22 - 06) • km traveled < 100 km o ≥ 800 km

Night	NATIONAL and INTERNATIONAL FREIGHT services • km traveled mainly in the NIGHT period (≥ 51% between 22 - 06)
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5.4 ADDITIONAL SERVICES SERVIZI COMPLEMENTARI

RFI (as Facility Operator) provides the services referred to in Letter. c) of paragraph 5.1 above, where available, in accordance with the rules and procedures set out below.

5.4.1 Traction current

It includes the supply of electrical power for traction, in the quality and quantity necessary to use the assigned train path. This also includes the energy required to supply the on-board equipment, in the running, during shift stops and 40' before the scheduled departure. Electrified lines are shown in Section 2.

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. Electricity consumption (kWh) is defined through the use of the so-called Virtual Metering (MV) system,

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;

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 algorithm does not take into account the energy recovery achievable through the application of regenerative braking.

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

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

Where:

Ftraz is the active force provided by the electric-powered engines

Fres is the passive resistance encountered by the vehicle during motion

Meq 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 *Rpendenza*

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

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

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

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

Where:

- M is the total mass of the train (kg)
- Gradiente is the gradient (%)
- Radius is the radius of curvature (m)
- Coeff is the resistant force in curves (N m / kg)
- a, b and c are the Davis factors respectively in (N), (N s/m) and (N s²/m²), the factor c of the Davis equation is differentiated depending on whether the barycentre of the train is in a tunnel or in the open air
- v is the speed of the train (m/s)

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

RFI, within the 15 November 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 contract, in order to provide the Railway Undertakings with supporting elements for their own assessments and analyses for the period, RFI ~~will~~ prepares an initial estimate of the electricity price, which will be the subject of a specific communication to be published monthly in the ePIR within 15 days from the end of the relevant month.

Furthermore, on a quarterly basis, RFI ~~will~~ updates the energy costs, based on which the quarterly adjustments to be provided to the Railway Undertakings ~~will be~~ are calculated and invoiced. This update ~~will be~~ is published quarterly in the ePIR and ~~will~~ specifically indicates the price applied to each individual month of the reference quarter.

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.

As provided for by the relevant legislation (see *TIS - Integrated text of the electricity and gas authority's provisions on regulating the physical and economic aspects of the delivery service (settlement)*), the invoices of year n+1 may be delivered to the Operator up to year n+6, which is why RFI, also in subsequent years and up to year n+6, may send the RUs subsequent annual adjustments for the consumption of year n+1. Only when fully operational (up to year n+6), therefore, have the RUs paid RFI the exact amount due as net cost for year n+1.

For the purpose of defining the economic compensation to be included in the infrastructure Access Contract for the traction power service, RFI uses the Virtual Meter system. On the basis of what is 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 75% 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

Pre-heating and climatisation of passenger trains service is not offered.

Water Supply

This service consists in providing the water supply facilities, for non exclusive use, for supplying water to the water systems on board the rolling stock. The RU is required to carry out these operations directly.

Water supply operations of the carriages are possible near Rivarolo Canavese.

Water supply operations for coaches are possible at Germagnano.

Water supply operations for coaches are possible at Ciriè.

Refer to Annex 5 to this document for the perimeter of the facilities where this service is provided.

5.4.2.1 Tariffs

Tabella 5-7 – Water Supply

Unit prices for regional train	€ 3,412
Prices for regional train*km	€ 0,005

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

The RU shall specify which freight paths, using the ASTRO-IF application or the ePIR portal system in the case of short-notice requests, are for the transport of dangerous goods.

Formalisation

The availability 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 ~~0,0131 €/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, according to the following timing:

The deadlines for issuing authorisations for the circulation of Special Trains are as follows.

TE type	Timing for granting authorisation (business days)
---------	---

TE	25
NO-TE	
TES	40
TES-TE	
TEM	50
TEM-TE	
TES- TEM	
TES-TEM-TE	
TES-TE with PMO dim. (DTC)	60
TES-TEM o TES-TEM-TE with load displacement	

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

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

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

Table 5-8 – Prices for services provided in connection with exceptional transports

Exceptional transports	No. Territorial Areas	UNIT PRICE (€/Entitlement)
TES/TEM	1	768,81
TE		310,49
NO-TE		217,34

5.4.5 Marshalling services

Marshalling services are not offered.

5.4.5.1 Tariffs

5.4.6 Assistance to passengers with disabilities and with reduced mobility (PRM), in accordance with 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 or platform ramp.

Without prejudice to the Railway Undertaking's specific responsibilities under EC Regulation 1371/2007 and EU Regulation 782/2021, if explicitly requested by the Railway Undertaking for the systems indicated in the ePIR portal and in compliance with the criteria described in the subsection relating to the procedures and timing for requesting the service, RFI assesses the provision of the additional service consisting in the reception and accompaniment of the PRM s to the stop of the road vehicles replacing the railway transport, made available by the Railway Undertaking, which are connected with routes from or to a train.

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 782/2021, and can be consulted at RFI's website, **www.rfi.it>Stazioni>Accessibilità stazioni**

The RU must notify the booking received from the disabled person to RFI through the online system made available by RFI, following the applicable instructions. RFI shall then either provide confirmation 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 and the answer by the IM must be communicated within 24 hours after the request, while the night service must be requested at least 150 minutes notice and the answer by the IM must be communicated within 30 minutes after the request or in the useful time for the service.

For requests in the scope of the systems indicated in the ePIR portal where road transport vehicles are to be used to replace rail transport services, the Railway Undertaking will be required, with advance notice compatible with the scheduling of the service, to provide RFI with the following information for its assessment regarding the provision of the PRM reception and accompaniment service to the vehicles in question:

- the availability of fitted places and any notice periods required to make them available;
- the accessibility conditions of the vehicle;
- the geographical location of the stop/train transfer point, which must in any case be close to the railway station where the train service is operated;
- any delays or other measures.

The application for and planning of a journey where the additional service of reception and accompaniment to/from the replacement transport is granted is made through the IT systems made available by RFI and in accordance with the operational procedures in force.

Rights and obligations of the IM and RU

In the case of stations not included in the assistance network, where PRM may access the trains directly, the passengers may require to the Sala Blu information on the suitability of the rolling stock to carry PRM and eventually the rescheduling of the travel, where getting off and on are autonomously done.

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 ²:

- services requiring at least 12 hours' notice, within 150 minutes prior to the departure/arrival of the train;
- services requiring at least 1 or 2 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.

The imputation of these services is automatic with the formal allocation of the tracks that have commercial stop in the stations where the service is carried out. It is not possible to renounce the use of this service in the case where a train serves passengers at these locations.

Only for stations declared by the IM as "PMR TSI compliant", Undertakings with a fleet of rolling stock compliant with the PRM TSI (TSI 2008 and TSI 2014), or with at least one door which is of standard TSI and aids to passenger boarding and disembarkation and capable of self-carving the PRM, may make a formal request to RFI for exemption from the application of the tariffs set out in paragraph 5.4.6.2.

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. 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 Decision 106/2018.

The content of provisions 5.3.1 and 5.3.2 of Annex A of ART Decision no. 167/2024 will be defined following the procedure relating to the IFN referred to in point 4.3 of ART Decision no. 165/2024.

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 5.9. 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 Decision no. 70/2014, and paragraphs 6.3, 6.2.5 and 6.2.6 of the Schedule to ART Decision no. 76/2014 and ART Decision no. 80/2015.

Tabella 5-9 – Assistance to Disabled Persons and Persons with Reduced Mobility (PRM)

Tariffs for Assistance service to PRM			
Station Type	Auxiliary Devices	Time band (*)	Unit price (€/operation)

² 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.

FAST (**)	With carriage	6.00-22.00	11,00
		22.01-5.59	16,00
	Without Carriage	6.00-22.00	3,00
		22.01-5.59	5,00
OTHERS	With Carriage	6.00-22.00	17,00
		22.01-5.59	26,00
	Without Carriage	6.00-22.00	5,00
		22.01-5.59	8,00

(*) The service is offered 30 minutes before the scheduled time of the departure/arrival of the train

(**) The Fast Stations are with an hour of notice for the request of the service, executed in the opening time of the Sala Blu.

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 5.10, which, in accordance with the applicable regulations, also cover the costs incurred by the IM for their delivery.

Table 10 – Assistance to disabled persons and persons with reduced mobility – occasional and exceptional services

Tariffs for Assistance service to PRM		
Service		Tariff
Attendance at facilities		€ 27,00/hour
Ad hoc services		Table 10
Carriages transfer	distance ≤50 km	€ 250,00
	distance 50 km<d ≤100km	€ 300,00
	distance >100 km	€ 400,00
Extraordinary Night Service (during the closing time of the Sala Blu)		€ 150,00

5.4.7 Parking

Description of service

The service consists in supplying the on-board systems, via pantographs in socket, for a period of time equal to or more than 1 hour and a half (1h and 30min), with the activation of the parking mode "parking".

Minimum asset equipment for the service

The service provides for the following minimum equipment:

- At least one of the tracks used for parking
- Power supply
- lighting system for the common areas
- Access to workers

Where the service is carried out

RFI offers the service in all installations where the stop is authorized (according to the modalities of Par. 7.3.5) equipped with contact line except for the installations affected by maintenance activities planned or subject to environmental and/ or technological constraints.

Rights and obligations of IM and RU

The RU that wishes to use the service must ensure compliance with technical standards and environmental regulations, as required by the operating procedures (communicated to the RFIs by note of RFI Technical Direction RFI-n. Prot. DTC A0011|P 2016|000000985), providing RFI with the necessary documentation. RFI reserves the right to notify the IF of any temporary suspension or interruption of service due to unforeseen maintenance needs and/or accidental events (e.g. disconnection of the contact line) or the need to verify compliance with environmental safety standards.

Formalisation

The provision of the service is formalised by signing the infrastructure Access contract or by integrating it if the service is requested during the period of execution of the same contract.

5.4.7.1 Tariffs

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:

- obtainable from the product of the absorbed power (in KW) by the number of stationing scheduled minutes in the parking.

$$CONS_{PARKING} = POWER * N_{scheduled minutes}$$

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:

$$C_{PARKING} = IND_{PARKING} COST + POWER * N_{scheduled minutes} * COST_{ENERGY UNIT}$$

$$[€/parking] = [€/parking] + [KW] * [min/parking] * [€/KWh]$$

Table 5-11 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 for modalities and timing of publication of it.

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:

$$C_{PARKING} = IND_{PARKING} COST + RM CONSUMPTION * COST_{ENERGY UNIT}$$

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

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 5.11 – Values for calculating the parking charges

Type of trainset	ABSORBED POWER** (KW)
Light trains (type TAF, Minuetto, Jazz)	63,6

Type of trainset	ABSORBED POWER** (KW)
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

5.5 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 piedmontese 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 5.12-5.16.

Table 5-12 – Rates for accessing the telecoms service

TRAFFIC PROFILES	Circulation traffic (Class 1)	Operating traffic (Class 2)	Office traffic (Class 3)	Test service traffic (Class 4)	Data package traffic (Class 5)
Rate per month	€ 9,295	€ 6,506	€ 3,718	€ 14,872	€ 0,00 (rates based on consumption)

Table 5-13 – Consumption thresholds included in the monthly rates

TRAFFIC PROFILES	Circulation traffic (Class 1)	Operating traffic (Class 2)	Office traffic (Class 3)	Test service Traffic (Class 4)
Minutes “non roaming”/month	1500	1200	1000	2000
Minutes “roaming”/month	400	400	400	400
SMS “non roaming”/month	750	600	500	1000
SMS “roaming”/month	250	250	250	500
Data traffic [GB] “non roaming”/month (for data-enabled cards)	50	50	50	50

Table 5-14 – 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 5-15 – 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 5-16 – SMS rates (based on the rates applied by the national operators)

SMS traffic	SMS received	SMS sent
Area covered	Rate (not including VAT)	Rate (not including VAT)
West Europe	€ 0,00/sms	€ 0,309/sms
East Europe	€ 0,475/sms	€ 0,231/sms
MEA	€ 0,139/sms	€ 0,327/sms
Far East	€ 0,871/sms	€ 0,335/sms
South America	€ 0,658/sms	€ 0,532/sms
North America	€ 1,027/sms	€ 0,265/sms

5.5.2 Fornitura di informazioni complementari

The service consists of providing, at IF's request, information in addition to that already included in the Minimum Access Package, such as, for example, information on services offered by IF to its customers. The request must be submitted to RFI at least 30 days in advance of the start date of the service.

Il servizio consiste nella fornitura, a richiesta di IF, di informazioni ulteriori rispetto a quelle già ricomprese nel Pacchetto Minimo di Accesso, quali a mero titolo di esempio informazioni su servizi offerti dalle IF ai propri clienti. La richiesta **dovrà** deve essere presentata a RFI con anticipo di almeno 30 giorni sulla data di avvio del servizio.

Passenger announcements, 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)/or not provided for in the Manuals and Standards, subject to evaluation/approval;
- Traveller notices

Where the service is provided

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

How and when to request the service

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

- At least 5 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 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) 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;

Furthermore, the IM also provides access to the following information systems, at the conditions provided in paragraph 5.5.2.1:

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 EU no. 782/2021.

Procedure and timeline for requesting the service

The service may be requested at any time via the RFI applications portal at the IM's website www.rfi.it > Sicurezza e innovazione > Tecnologie > I&C Technology.

Rights and obligations of the IM and RU

RFI does not be responsible 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, 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 sends 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.

5.5.2.1 Tariffs

Loudspeaker announcements, visual messages and traveller notices and Posters

The charge for this service is ~~€ 1,123/notice~~ e ~~€ 1,123/Announcement~~

Information services

The number of information services included in the MAP and the monthly rates for any extra information services

Table 5.17 – Rates for supplementary information – Information services

Information service	Information services included in the MAP for passenger services	UNIT RATE for any extra services requested (€/per service per month)
PICWEB ASTRO-RU	1 every 5 m trkm	€ 66,744
PICWEB RU – Timetabling GO	1 every 5 m trkm	€ 66,744
PICWEB RU – Real time	1 every 5 m trkm	€ 13,349
PICWEB RU – Real time "Traingraph"	1	€ 600,698
PICWEB-RU – Output monitoring	1 every 10 m trkm	€ 51,393
PICWEB RU - Reporting	1 every 10 m trkm	€ 15,351

PIC RU – Operating management (Back-End)	1	€ 66,744
PIC WEB OPE 7 profiles	1 every m trkm	€ 13,353
WEB SERVICE ARRIVALS-DEPARTURES	1 every 5 m trkm	€ 13,349
SAFETY DATABASE (BDS)	1 every 5 m trkm	€ 13,349

The monthly rates for the PIC RU – Data posting (Back End) services and leC Hub are shown in Table 5-18.

Table 5-18 – Rates for supplementary information – Information services

Information service System to System(*)	UNIT RATE (€/per service)
PIC RU – Data posting (Back End)	3537,45 / month
leC Hub - Up to 50 stations	186,917 / month

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

Personalisation of public information

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

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

Notice boards

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 periodically monitors the content of the notice boards in order to guarantee their use solely for institutional communication purposes as provided for by Decision 106/2018.

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

The request must be submitted to RFI at least 30 days before the start date of the service

Tabella 5-19 – Informative Notice Boards

Element	Tariff
Notice board visual area 8 A4	503,50 €/year

5.5 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 4.7.1, 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 8 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 of paragraph 4.3.2 above, the economic effects thereof shall be charged to the RU causing them.

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

The Applicant (other than a RU) shall pay to the IM a sum equal to 30% 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;
- b) the RU appointed by the Applicant (other than a RU) fails to enter into the access contract.

If at the occurrence of cases under a) and b) the paths are subsequently allocated to another applicant, with the same characteristics, the penalty payable by the defaulting Applicant (other than a RU) is calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

The Regions and autonomous Provinces are exempt from paying penalties under the above terms.

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.

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

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

- shall entail no financial consequences for the RU, if the surrender is formalised up to 5 calendar days prior to the date of scheduled access;
- the payment by the RU to the IM of a sum equal to 30% of the charge due for the unused path (minus any energy costs), or a part thereof (depending on whether the surrender is total or partial), in the case the surrender is formalised between 4 calendar days and the time of departure of the train from the origin station.

If the RU fails to (entirely or partially) utilise the path in accordance with the schedule and fails to formalise its surrender thereof, the path shall be deemed to have been cancelled through the fault of the RU, which shall thus be obliged to pay the related charges - for the entire path or the cancelled section thereof - to the IM, minus any energy costs.

5.6.4.2 Exemptions with regard to the penalties referred to in 5.6.4.1

For all access contracts to the railway network, the following additional provisions are observed, aimed at the economic data accounting:

Upon entering into the access contract, an exemption shall be granted to the RU, related to the estimated value of the gross usage charge, not including the energy costs. If a RU concludes more than one contract, given the impossibility for a RU to enter into a contract for passenger services, the exemption cannot be cumulated. This exemption shall not be subject to any adjustments, in connection with contract amendments.

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, 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.

5.7 PERFORMANCE REGIME (AGGIORNAMENTO DICEMBRE 2024)†

Pursuant to Legislative Decree 112/15 (article 21) and consistently with the provisions of the regulatory framework established by TRA, a performance quality incentive plan called Performance Scheme has been implemented, based on the delays recorded at the end of the journey by the trains running on the national rail network.

The IM or RU are accountable for the delays recorded by any train, even trains belonging to a different RU, for reasons within their control, and the penalties applied are calculated in accordance with Annex B to Section 5.

Furthermore, the IM or RU are accountable partial or total cancellations, even at short notice, for reasons within their control. For each cancelled passenger train a conventional delay of 120 minutes is assumed, as detailed in Annex B to Section 5.

For penalty determination purposes, the value of each minute of delay is 1.00 (one) euro / minute, multiplied by several factors based on the following:

- type of service;
- punctuality performances;
- delay measured at the commercial stops;
- train class;
- cancellations.

The delay in departure from the station of origin is valued consistently with the delays accruing during the trip, except as specified in paragraph 4.7.1.2.

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.

Each year, at the end of the attribution of the causes of delay round tables, and in any case by 30 June of the year following the reference year, the IM shall report the amounts for each RU, indicating:

- 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 REPORTING, BILLING AND PAYMENT ARRANGEMENTS

Final balance of services not included in the map (updated in December 2024)

With respect to the services provided by RFI at the service sites, the IM, before proceeding with the reporting phase, accounts to the RUs of the services provided. These include the following services:

- Water supply,
- Parking

On a daily basis, with the exception of the Areas, facilities and buildings used for parking, storage and warehousing of rolling stock and freight, the RUs have the opportunity to know which services are delivered, through the IM's "Services Final Balance PIC" computer system with which they may request within 5 days from the train circulation date, the cancellation of the service not correctly accounted for non-usage or modified, attaching a detailed justification to the report. The IM will take charge of the report, and will assess the possibility of acceptance, and if it is accepted, the final

balance will be amended before the service is accounted for (within 30 days from the date of circulation of the train to which the service is associated).

The IM will verify the report received from the RU, so as to assess its acceptance in the time frame required for reporting the services.

If the RUs do not indicate any non-use, the services reported is automatically accounted for.

If the RU needs to revise the service schedule of a train at a station for its own needs, it may do so as follows:

1. requesting a special VCO with a modification to the system services;
2. requesting in G.O. a change in the use of the train, specifying the change in system service.

Reporting

The definition of “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

Relating to the MAP, 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.

The physical and economic data relating to the reported paths, 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 reported within the 3 calendar months following that of availability of the data on the systems.

The following facility services other than those included in the MAP are economically valued on a monthly basis in the reporting systems during the month following the reporting month following the end of the path statement :

- areas, facilities and buildings for parking and storage of rolling stock and freight;
- water supply;
- parking;

For water supply, in case of participation in the train-kilometre commercial offer, the reporting is based on the train-kilometres travelled in the reference month as specified in section 5.4.2.1.

For the access service to the Maintenance Centres, reporting will start from the signing of the Handover Reports.

With regard to traction power supply and electrical services - *parking and pre-heating*, reporting will be updated on a monthly basis following the definition in the *ENERGY UNIT COST* published in the ePIR in the month following the relevant month.

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.

Regarding the following services provided by RFI the economic evaluation 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).

- 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 services, other than those indicated in this subsection and other than those included in the MAP, are economically valued on a quarterly basis within the first 10 days of the second month following the quarter in question.

For the services made available through the “Accounting Dashboard” system, the RUs may request any corrections to the accounted service, within and no later than 3 calendar months after the availability of the data on the systems, by writing to the e-mail address servizi-impianto@rfi.it. The report will be taken over by the IM within 5 business days, and the IM will assess whether it can be accepted, and if accepted, will correct the statement.

In the event that an RU requests a correction at the reporting stage related to an incorrect scheduling of the service by the company, the RU shall, within 2 months of the report, submit the request to change the service scheduling through the VCO.

In such cases, RFI shall rectify the report up to 2 months after the notification. After this period of time, if the RU fails to submit the VCO, RFI shall refer exclusively to the data in the system and shall not make any further rectification of the report.

The economic valorization of the reporting of the service of access to the GSM-R telecommunications network for the ground/train service connections is carried out according to the methods reported in the relevant contract.

With regard to the penalties referred to in Sections 5.6.4.1 and 5.6.2.1, the IM reports the final annual shares by 30 June of the year following the year to which they relate.

With regard to the penalties referred to in Sections 5.6.2.2, 5.6.6 and 5.7, the IM reports the amounts for each RU at the end round tables for the causes of delay for the relevant year, and in any case by 30 June of the year following the year to which it relates.

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.

For plant services, in the event that, following an audit carried out by RFI, a use of the services is found that has not been scheduled by the Undertaking, RFI will initiate a round table discussion with it, requesting the scheduling of the use of the service by entering the VCO on the ASTRO-RU system within one month from the communication of the outcome of the audit by RFI. If the RU does not reschedule the service within this time frame, RFI will apply a surcharge of 5% for any access that is found to be unscheduled

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

Billing shall be:

1. on a monthly basis – within the relevant month - an advance invoice for 85% for passenger service and 70% for freight service 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 second month after the relevant quarter - a balance invoice, for the amount resulting from the final amount minus the down payment.

b) Traction current supply

The following ~~will be~~ is issued:

1. on a monthly basis -by the relevant month- an advance invoice in the amount of 75% of the average monthly value of the contracted paths, with the exception of the invoice for the month of January, which ~~will be~~ is issued together with the invoice for the month of February. For the entire month of December, the advance payment ~~will be~~ is calculated based on the contract in force until the schedule change. Should a railway undertaking fail to operate for three consecutive months, invoicing on account ~~will be~~ is suspended;
2. on a quarterly basis -by the second month following the quarter in question- an adjustment invoice, deriving from the difference between the final amount and the amount on account.

c) 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 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, except for the service referred to in section 7.3.2 (Passenger stations), for which the fee is due in 4 quarterly instalments in advance, payable 30 days after the issue of the invoice, in accordance with the Standard Contracts for providing the spaces within the scope of the service referred to in the Annex to Section 7.

d) Penalties for the failure to conclude the access contract/utilise the paths, penalties for exceeding layover times at stations connecting foreign networks, penalties for delay caused by the IM and Performance Scheme

No later than 31 July of the year following the year of accrual, IM records the individual shares for each RU in its accounts and send the commercial letters showing the accrual balances.

If the estimated contract amount is below € 25,000.00, the payment is 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

Payment terms for these services are set at 60 days end of month.

The RU is required to settle the invoices within the end of the second month after the month of issuance thereof.

The payment deadline indicated in the commercial letter is also the end of the second month following the month in which the note was sent.

The RU pays the invoices within 30 days from the date of issue of the invoice for the services made available at the passenger stations, relating to the travel information system functional installations and adequate spaces for ticketing services and other functional and necessary facilities for railway operations.

In the event of any delay in the payments, default interest shall be payable by the RU to the IM, in pursuance of Article 5 of Legislative Decree 231/2002, as amended.

ANNEXES TO SECTION 5

Following is a review of the processes and rules relating to the financial management of the contract:

Part 5.A – Access charge – reminder;

Part 5.B – Performance Scheme: Penalty Calculation Method.

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 attribute deviations are less than or equal to 50% of those assigned;
- by attributing the deviations, re-examining train progress within the line of interest, if the not attributed deviations are over 50% of those assigned.

The list of relevant stations, identified after consultation with stakeholders, is reported the e-PIR 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 the 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_s**: is the coefficient that takes into account the type of service, according to the breakdown shown in **table 3**.
- **C_{cat}**: is the coefficient taking into account the class of the trains, as indicated in **table 4**.
- **C_p**: is the coefficient resulting from the following addition $C_{Base} + C_{Correttivo}$
- **C_{base}**: is the coefficient that takes into account the % variation of the train*km developed in punctuality (with reference to the RU standard) for each RU, in the year of the final accounts of the Performance Scheme, compared to the previous year. The values are shown in **table 5a**.
- **C_{correttivo}**: is the coefficient that takes into account the RU punctuality standard in the year in question, based on the values shown in tables 5b (passenger trains) and 5c (freight trains).
- **P_{sop}**: is the coefficient that takes into account, for each each scheduled train*km path that is cancelled.
- **C_{sop}**: is the coefficient that takes into account the class of trains, with regard to the application of any penalties for cancellations. The values are shown in **table 6**.

3.1 Relations between the IM and RU

The IM shall pay to the RU that owns the train the penalties corresponding to the unitary Performance Scheme Penalty multiplied by the sum of the products of the justified delay deltas valid for the purpose of Performance Scheme accrued along the entire train journey, and caused by the IM, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

$$P_{F1} = P_u * \sum (M_{GI} * C_t * C_{cat} * C_{rit}) + P_s * \sum (S_{GI} * P_{sop} * C_{sop})$$

where:

P_{F1} is the flow that the IM shall pay to the RU, and which must be calculated for each RU.

P_u is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

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

M_{GI} are the minutes attributed to the Infrastructure Manager.

C_t, C_{cat}, C_{rit} e C_{sop} are the coefficient values as previously defined.

S_{GI} is the number of trains concerned by a (full or partial) cancellation measure, for which the IM is responsible.

P_{sop} is the ratio of the train*km cancelled because of the IM and the value of the scheduled train*km relating to the paths concerned by a partial or total cancellation.

The RU owning the train shall pay to the IM the penalties corresponding to the unitary Performance Scheme Penalty multiplied by the sum of the products of the justified delay valid for the purpose of the Performance Scheme (PS) accrued along the entire train journey, and caused by the RU, by the values of the coefficients drawn from the respective tables, as defined by the following algorithm:

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

where:

P_{F2} is the flow that the RU shall pay to the IM, and which must be calculated for each RU

P_u is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

M_{IF} are the minutes attributed to the Railway Undertaking owning the train valid for the purpose of the Performance Scheme

C_t , C_s , C_{cat} , C_{rit} and C_{sop} are the values of the coefficients as defined above

The annual economic flow between the IM and each RU shall not exceed 5% of the total access charge recorded during the year.

Without prejudice to the regulation of the Performance Scheme, for penalty calculation purposes, at the conclusion of the accounting process, two separate reports shall be prepared, one for IM-RU passengers and one for IM-RU freight.

For each of the two reports, if there is found to be a residual amount payable to the IM, 80% of this sum shall be redistributed to each RU of the sector in proportion to the commercial tr*km developed over the reference year in punctuality (RU standard) by each RU.

The volumes of commercial tr*km in punctuality shall be multiplied by the coefficient C_P calculated as the sum of the basic coefficient C_{Base} linked to the improvement in performance, compared to the previous year, in terms of tr*km in punctuality, referred to the RU standard, according to the values shown in table 5a and by a corrective coefficient $C_{correttivo}$ linked to the RU standard of punctuality in the year in question, according to the values shown in tables 5b, 5c (passenger trains) and 5d (freight trains).

The residual amount of the balance, if any, in favour of the IM, equal to 20% of the total amount, shall then be re-invested in services to the RU, such as, for example, station cleaning, enhancing the efficiency of the freight/passenger facilities, implementing/developing information services, passenger information, passenger waiting rooms.

Regarding the paths involved in maintenance operations, the days and paths interfering with the maintenance operations, and the ensuing increased travel time (in minutes), which shall entail no penalty for the IM, shall be defined and declared in the contract.

3.2 Relations between RUs

Finally, **each RU shall pay to each other RU through the IM**, the penalties corresponding to the sum of the value of the unitary Performance Scheme Penalty multiplied by the number of justified valid for the purpose of the Performance Scheme (PS) attributed to the responsibility of the RU itself suffered by the trains of the other RU, and by the number of cancelled trains due to the responsibility of the other RUs, by the values of the coefficients drawn from the respective tables, as defined in the following algorithm:

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

where:

P_{F3} is the flow that the RU shall pay to the other RU, and which shall be calculated for each RU vis-à-vis each other RU

P_u is the unitary Performance Scheme Penalty equal to 1.00 (one) Euro/minute.

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

M_{AB} are the minutes attributed to the Undertaking A caused to trains belonging to the Undertaking B valid for the purpose of the Performance Scheme.

S_{AB} is the number of trains of the RU B concerned by a (total or partial) cancellation measure, due to the responsibility of the RU A.

C_t , C_{cat} , C_{rit} and C_{sop} are the values of the coefficients as defined above.

P_{sop} is the ratio of the train*km of the RU B cancelled due to the responsibility of the RU A to the value of the scheduled trains*km relating to the paths concerned by a partial or total cancellation.

TABLES FOR DETERMINING THE VALUE OF THE COEFFICIENTS CONTAINED IN THE PENALTY CALCULATION ALGORITHM

C_t: coefficient that takes into account the type of line producing the delay delta. The detailed lines/sections contained in each aggregate are made available via the ePIR portal.

Table 1 - C_T (Section coefficient)

C _T (Section coefficient)	
High speed network	2.5
Fast lines (DD)	2.5
National Centre-North corridors	1.0
Lines linking to European networks	1.5
National Centre-South corridors	1.0
Other lines	1.0
Nodes	2.5
Suppl. – Secondary network	0.5
Suppl. network – Freight routes	0.5

C_{rit}: coefficient that takes into account:

the delay accrued by the train in question for freight trains;

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

Table 2a - C_{rit} (Ordinary / Extraordinary Freight Trains)

Delay to destination	C _{rit}
≤ 5'	0.25
≤ 15'	0.25
≤ 30'	0.50
< 60'	1.00
< 120'	1.25
< 180'	1.50
≥ 180'	2.00

Table 2b - C_{rit} (Ordinary / Extraordinary Regional Trains)

Average delay	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 - Crit (Market / Universal Service Trains, ordinary and extraordinary)

Average delay (at stations with passenger services)	Maximum delay (at stations with passenger services)						
	Mercato/S.U.	≤ 5'	≤ 15'	≤ 30'	< 60'	< 120'	≥ 120'
	≤ 5'	0.25	0.25	0.50	1.00	1.50	2.00
	≤ 15'	-	0.50	0.75	1.25	1.75	2.25
	≤ 30'	-	-	1.25	1.50	2.00	2.50
	< 60'	-	-	-	2.00	2.50	3.00
	< 120'	-	-	-	-	3.00	3.50
	≥ 120'	-	-	-	-	-	4.00

Table 2d - Crit (Sending, Empty rolling stock and Isolated locomotives)

Crit
1

C_s: coefficient that takes into account the type of service provided by the RU that owns the train:

Table 3 - C_s (Service coefficient)

C _s (Service coefficient)	
Market service	1.00
Universal and Regional service	0.75
Freight service	0.50
Sending, empty rolling stock and isolated locomotives	0.50

C_{cat}: coefficient that takes into account the class of the trains:

Table 4 - C_{cat} (Class coefficient)

Ccat (Class coefficient)	
Timetable scheduled trains	1.00
Train services operated at short notice	0.50
Other types of scheduled operations (sending, empty rolling stock, isolated locomotives, military trains) provided at short notice	0.25

C_p : coefficient resulting from the sum of C_{Base} + $C_{Correttiv}$

Table 5a - C_{Base}

C_{base}	
Var < 0%	1.00
0% < Var ≤ 10%	1.05
10% < Var ≤ 20%	1.10
20% < Var ≤ 30%	1.15
30% < Var ≤ 40%	1.20
40% < Var ≤ 50%	1.25
50% < Var ≤ 100%	1.30
Var > 100%	1.40

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

Table 5b - $C_{correttivo}$ for passenger regional trains

$C_{correttivo}$ for passenger regional trains	
Punt. IF < 82.5%	-0,2
82,5% ≤ Punt. IF < 85%	-0,15
85% ≤ Punt. IF < 87,5%	-0,1
87,5% ≤ Punt. IF < 90%	-0,05
90% ≤ RU Punct. < 92%	0
92% ≤ RU Punct. < 93%	0.05
93% ≤ RU Punct. < 94%	0.10
94% ≤ RU Punct. < 95%	0.15
95% ≤ RU Punct. ≤ 96%	0.20
96% ≤ RU Punct. < 97%	0.25
97% ≤ RU Punct. ≤ 98%	0.30
98% ≤ RU Punct. < 99%	0.35
99% ≤ RU Punct. ≤ 100%	0.40

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

Table 5c - CCorrettivo for passenger long haul trains

C_{Correttivo} for passenger long haul trains	
RU Punt. < 72.5%	-0,2
72,5% ≤ RU Punt. < 75%	-0,15
75% ≤ RU Punt. < 77,5%	-0,1
77,5% ≤ RU Punt. < 80%	-0,05
80% ≤ RU Punt. < 84%	0
84% ≤ RU Punt. < 86%	0,05
86% ≤ RU Punt. < 88%	0,10
88% ≤ RU Punt. < 90%	0,15
90% ≤ RU Punt. ≤ 92%	0,20
92% ≤ RU Punt. < 94%	0,25
94% ≤ RU Punt. ≤ 96%	0,30
96% ≤ RU Punt. < 98%	0,35
98% ≤ RU Punt. ≤ 100%	0,40

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

Table 5d - C_{Correttivo} for freight trains

C_{correttivo} for freight trains	
RU Punct. < 80%	-
80% ≤ RU Punct. < 82.5%	0.05
82.5% ≤ RU Punct. < 85%	0.10
85% ≤ RU Punct. < 87.5%	0.15
87.5% ≤ RU Punct. ≤ 90%	0.20
90% ≤ RU Punct. < 92.5%	0.25
92.5% ≤ RU Punct. ≤ 95%	0.30
95% ≤ RU Punct. < 97.5%	0.35
97.5% ≤ RU Punct. ≤ 100%	0.40

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

Table 6: C_{Sop} (Coefficient of cancellation)

C_s: coefficient of cancellation	
Market / Universal Service (ordinary and extraordinary)	1
Regional Transport (ordinary and extraordinary)	1
Freight (ordinary and extraordinary)	1
Sending, isolated rolling stock, local freight trains	0

The IM assigns the causes of delay and causes of abnormality in compliance with the provisions of the current procedure for the assignment of causes of delay (PACR) available in “Information documents for applicants” of the ePIR portal.

SECTION 6 – EXECUTION OF THE CONTRACT

6.1 INTRODUCTION (UPDATED IN DECEMBER 2024)

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 cooperate by exchanging any information and taking useful measures to ensure regularity of services.

The official language to be used for communications 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, under both normal or disrupted operating conditions.

Without prejudice to the cases expressly provided for under the applicable legislation 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.

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 utilize them solely for the purposes agreed to.

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

The information obligations of IM and RU towards passengers comply with the provisions of Regulation (EU) 782/2021 of the European Parliament and of the Council and with those of the Authority's resolution no. 106/2018.

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

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

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 capacity utilisation;
- ensure that the railway infrastructure shall, under normal operating conditions, be accessible, functional and qualitatively appropriate, for the orderly, safe and punctual operation of the train services.
In the event of the deterioration of the railway infrastructure, the IM shall immediately implement the necessary service measures for apportioning the residual capacity jointly with the undertakings concerned.
- assure the maintenance and cleanliness of the public spaces in passenger stations;
- make available to the RU the technical and safety regulations and keep it informed of any amendments and/or additions thereto, with at least 15 calendar days notice prior to they enter into force;
- inform the general public about the trains and timetables of all the RUs, using the communication and visual methods (logos and written notices, signs, station monitor and announcements in station, etc.)
- comply with the provisions and instructions issued by the ANSFISA (National Rail And Road And Motorway Infrastructure Safety Agency) and TRA;
- implement a Safety Management system, in accordance with the applicable regulations.

6.2.3 RU's obligations

When using the railway infrastructure, the RU shall:

1. abide by and comply with the provisions and requirements laid down by the ANSFISA, TRA and IM;
2. utilise only type-approved and registered towing and towed rolling stock for its operations;
3. utilise the said rolling stock consistently with the instructions provided by the manufacturer and with any restrictions/requirements laid down during the technical qualification process, with the utilise profile thereof and in accordance with the provisions and procedures issued by the RU itself and notified to the National Rail And Road And Motorway Infrastructure Safety Agency (ANSFISA), in connection with the registration process;
4. perform its operations on the Umbrian Regional Railway Infrastructure in accordance with the applicable regulatory framework and the Single Safety Certificate granted by the ANSFISA or by the European Railway Agency (ERA);
5. implement a Safety Management System, in accordance with the applicable regulations;
6. assure that the personnel responsible for driving, accompanying, supervising and composing the trains, possesses the physical and professional requirements envisaged under the applicable regulations
7. assume full and exclusive responsibility for the rolling stock ~~vehicles~~ used, vis-à-vis the customers and the Authorities, conditional on the IM's having approved its operating services on the railway infrastructure;
8. not alter the characteristics of the licence and the single safety certificate, on the basis of which it has been qualified to perform the operations under the Access Contract, during the term thereof;
9. promptly notify the IM any measures requiring the suspension, withdrawal or amendment of the licence or entitlement document ensuring that the transport activity is suspended, if the conditions are met, even on its own initiative;
10. 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;
11. abide by and comply with the instructions imparted by the IM at the time of the train departure and during the journey;
12. in the event of anomalies in the railway service which involve stoppages of the rolling stock with the need for passengers to be transferred on line or in the station, the RU is obliged to communicate the presence and number of PRM to be assisted, with specification of the type of assistance it deems necessary;
13. provide the useful information for the proper and punctual request of the agreement during the delivery of its services;

14. utilise the path(s) as stipulated in the daily schedule of services, in accordance with the path planning specifications, such as:
 - a) type of locomotive;
 - b) type of hauled rolling stock, indicating the speed, vehicle rank and braking system;
 - c) hauled mass;
 - d) axle mass;
 - e) braked mass percentage;
 - f) length of train;
 - g) full functionality of the redundant systems on board the trains.for the custody, damage/loss, breakdowns, theft or theft inherent to the vehicles, or the equipment owned by IF, or the goods transported by IF, parked/stored within the facilities of the GI
15. 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;
16. 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;
17. provide information on the provision of bus replacement or re-routing to another train;
18. carry out, in agreement with the IM, the necessary joint emergency actions referred to in par. 6.3.3.2.1.
19. in the event of any abnormality in the rail service involving rolling stock layovers with the need to transfer passengers to the line or station, communicate the presence and number of RMP, specifying the type of assistance required.

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 provided by the RUs before and during the transport services

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

1. changes to the train operation and service delivery schedules;
2. deterioration of the rolling stock, including: (i) the accessibility features relating to the equipped seats, the Train-Boarding Assistance Device (DASBT), the lowered floor and the accessible toilets, (ii) the congestion conditions entailing speed reductions or excessive stop times in connection with passenger service stops as well as (iii) any reductions in performance (including but not limited to speed, acceleration, door locking, etc.);
3. composition of the freight trains (including information on the loading gauge and axle weight of the trains);
4. 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;
5. composition of passenger trains with the direction of the rolling stock and on-board train services, in particular the location of the car used for PRM services.
6. replacement with bus 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 (Art 5(4) of Legislative Decree 162/07). Such measures shall be motivated and promptly notified to the ANSFISA, in accordance with the current regulations.

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

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

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

6.2.6 Strike

In the event of the proclamation of a strike by the RU's employees, or by the employees, formally notified to the RU, 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 are provided in compliance with provisions of EU Regulation no.782/2021 and ART Decision no.106/2018, the remaining applicable regulations and 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:

- 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.).

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 are given in accordance and consistently with the procedures and timelines with the applicable regulations and in accordance with any specific rules of interpretation/operational resolutions issued by the competent Body for supervising industrial actions with regard to essential public services.

In the case of strike by the IM/RUs' employees any changes made by the parties to the daily schedule of services – and to the related services – shall not entail the request of penalties or of any other charges.

6.3 OPERATIONAL RULES

6.3.1 Procedure per il coordinamento dell'esercizio ferroviario (aggiornamento dicembre 2024)

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, also 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 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:

1. to guarantee the regularity of shifts for the entire period of circulation of its trains, including any maneuvering operations preparatory to the shelter/placement of the train and the assignment and distribution of train personnel;
2. to have the authority to submit requests for changes to the characteristics of trains, if incompatible with the assigned train paths, and requests for the execution and preparation of trains at a very short time;

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

The purpose of regulating train services is to minimise the effects of any interferences between trains and deviations from the programmed train paths, with the ultimate aim to minimize the 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, 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	HS market trains – Non-HS LD market trains – Long Distance and Regional “commuter” PSO trains serving the major 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 – International OA trains
2	Long distance PSO trains
3	Regional PSO trains – Freight trains (V>90 km/h)
4	Freight trains (V≤90 km/h)

Night slots 22.00-6.00

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

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

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

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

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

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

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

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

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

For the purposes of these rules, trains are considered punctual if they:

- arrive at their destination with a delay equal to or less than 5 minutes, in the case of Passenger trains;

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

$$\text{IM punctuality} = (\text{NC} - \text{N}_{\text{RFI}}) / \text{NC}$$

where:

NC = number of trains operated

N_{RFI} = 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.

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, according to the above classification, no later than February 28th of each calendar year, in RFI website.

The RU utilises 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 6.2.3.

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

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

Commuter trains

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

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 enforced 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, are proposed verbally by the IM accredited contact to the RU accredited contact, who communicates 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 accredited contact may order the cancellation of the train paths affected by the disruption.

Both the IM and RU 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, prepares 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 in any case proceeds with the cancellation of the paths affected by the disruption.

In the presence of disruptive causes resulting from inconveniences on the Piedmontese regional infrastructure, the IM will inform the RU regarding the paths affected by the event, the restoration forecasts and any repercussions on the contractualized daily program.

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.

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 Piedmontese 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 decide and take the most suitable measures for Piedmontese 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, diesel reserve locomotives or trainsets having performance characteristics suitable for the purpose. The number of back-up locomotives at the disposal of the RUs, as required by the IM shall be related to both the area of the RU's operations and the number of tracks allocated to it, and shall not result in an unreasonably high cost for the RU concerned, compared to the extent of the services it operates.

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

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

3. If the RU declares, when applying for capacity allocation, that it intends to at least uses diesel traction with push-pull train configuration, and then confirms this fact during the negotiation stage, it can be exempted from the above statement relating to back-up rolling stock.
4. 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 contact persons with which the IM must interface, in the event rail infrastructure clearance operations are required;
 - the necessary timelines for making available for sending on the line, based on a formal request by the IM (including the assembly of the coupling interface, depending on the type of rolling stock in need of assistance).

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

5. The IM may carry out periodical inspections to verify the effective deployment, by the RU, of the vehicles/equipment referred to in point 4 above, as contractually undertaken.

6. For infrastructure clearance purposes, the IM may request the intervention of the specific vehicles/equipment at the disposal of the RU responsible for an obstruction of the infrastructure, in accordance with this paragraph. If necessary, the IM may also request the intervention of any other rolling stock operated by the RU responsible for the obstruction, or by other RUs if deemed by the IM more suited to the purpose or more effective.
7. The RU(s) not involved in the obstruction of the infrastructure shall nevertheless be obliged to provide the vehicles at its disposal, on the request of the IM, if the RU responsible for the obstruction fails to comply with the clearance order issued by the IM, or when otherwise requested by the IM for the purpose of a more effective and timely resumption of operations, to minimise any disruption to passengers.
8. In the case referred to in point 7 above, the expenses incurred in connection with the rail infrastructure clearance operations shall be charged to the RU responsible for the incident. Moreover, the IM shall directly remunerate the assistance requested by the IM from the non-responsible RU(s), based on a written request by the latter, and shall then recover the amounts paid from the RU responsible for the incident. The IM shall also directly remunerate the RU(s) assisting in the removal of an obstruction, in the event the IM itself is responsible for the obstruction.
9. The RUs and IMs shall agree to and then carry out - according to suitable and appropriate frequencies and procedures - joint assistance drills, in respect of emergency situations involving trains that stop due to problems along the line or on critical tracks at stations, employing back-up locomotives and/or equipment and based on specifically envisaged scenarios; during each drill, all the procedures are carried out for managing the said abnormal conditions and situations, especially as concerns towing the rolling stock in need of assistance, coupling by the emergency locomotive, debraking of the train in need of assistance and shunting of the overall set of trains and rolling stock.

6.3.3.2.2 Rail infrastructure clearance using breakdown cars or other suitable vehicles

In the event of a disruption of rail services requiring the use of equipped emergency vehicles or other suitable vehicles, the IM shall take the necessary actions to minimise the stopping time of each train involved in the event and enable the resumption of ordinary services in the shortest possible time. RFI staff reaches the site where the event occurred using wheeled vehicles equipped for road travel and trucks in cases where it is also necessary to travel along railway sections.

Following the repositioning of the derailed vehicles on the railway site by RFI, the RU responsible for the event remains responsible for:

- the identification and issuing of technical requirements for the purposes of hospitalization and transfer of the rolling stock concerned;
- the hospitalization and transfer to a safe place of the rolling stock concerned, for the purposes of prompt clearing of the infrastructure by means of a locomotive of the same RU or with a locomotive of another RU;
- the related costs arising from the transfer of the affected rolling stock to a safe place if a rescue locomotive from another RU is used.

The warning and request times for assistance referred to in the following paragraph 6.3.3.2.3 and the obligation for the engine personnel, in the event of a stoppage on the national railway infrastructure due to a blocking fault which presupposes the need for clearing, remain unchanged. through equipped emergency vehicles, to communicate via the telephone equipment on board, or present along the line, or otherwise, immediate notice to the operators of the IM's circulation, confirming the train number and type of rolling stock, providing also the information available on the type of blocking fault that has occurred or on the state of efficiency of the services provided on board or on emergency situations for travelers who are on board the train and to promptly inform the technical staff and the RU itself.

The aforementioned information is intended to reduce intervention times to a minimum and to implement measures to minimize inconvenience for travellers.

The traffic operator communicates the eviction notice to the IM's accredited traffic contact person, who establishes, based on the traffic situation, the most suitable methods for any assistance aimed at clearing the material.

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 stop and requires a request of emergency locomotives, the driver 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 useful information for the identification of the problem resulting type in the train stop 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 Central Manager Operations Coordinator (DCCM) having jurisdiction.

This preliminary information is needed to cut down on recovery operation time, without prejudice to the compliance and formalization provided for by current legislation.

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 infrastructure emergency removal operations.

In case of line stop, in order to remove the train, 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 stopped, limited to the RU's rolling stock operating on the Umbrian regional railway network:

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations specified in the access contract, or other traction vehicle made available for the purpose by the RU;
- b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
- c) train compatible for the coupling of the same RU or another RU following it in line 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 case of stop in station, in order to clear any trains that break down in a station and whose position disrupts the regular operation of scheduled train services in the said station, the Traffic Monitoring Manager shall request that one of the following vehicles be immediately directed to the station, limited to the RU's rolling stock operating on the Piedmontese regional railway network:

- a) a back-up locomotive/vehicle made available by the RU, stationed at the locations specified in the access contract, or other traction vehicle made available for the purpose by the RU;
 - b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
 - c) a marshalling locomotive suitable for the operation.
3. The driving crew giving the emergency alert shall, within 15 minutes, request the back-up locomotive/vehicle or, if the train is capable of resuming operation, notify the IM's Service Monitoring Manager to this effect, also reporting any damage.

4. On notifying the rail infrastructure clearing request, the RU shall also report the need to transfer the passengers to another train, informing the IM's Traffic Monitoring Manager, whether or not the transfer is viable and the type of rolling stock (deployed or operating) that it intends to utilise for this purpose.
5. Once the RU has formally notified the availability of the passenger transfer train, the IM shall promptly assign maximum priority to its operation.

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

a) Request for assistance

The RU shall:

- send to the IM a "notice of assistance" when, in connection with the train breaking down on the line, the possibility arises that an emergency locomotive might be needed, with a view to activating the necessary prior assistance measures and operations. The IM shall in any case provide for train operations in accordance with the procedures set out in paragraph 6.3.2, in relation to the predominance of train flows. In any case, the notice for assistance shall be notified to the IM within 15 minutes from the moment in which the train effectively breaks down and comes to a stop;
- communicate the "request for assistance" within 15 minutes from the train coming to a complete stop, or confirm the need of a emergency locomotive within 15' of the notice for assistance, notifying to the IM:
 - the efficiency of the services provided on board the train;
 - the number of passengers on board the train and any emergency situations affecting them (the need for transferring them onto another train, the presence of any persons in critical medical conditions, the lack of any climatisation services, etc.).

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

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

b) Assistance procedures

If no transfer to another train is requested by the RU concerned, trains shall continue running on the line according to the procedures set out in paragraph 6.3.2 in relation to the predominant flows.

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

- "pushing" or "pulling" the train in need of assistance using the first available – and technically compatible limited to the RU's rolling stock operating on the Umbrian regional railway network – train in commercial service, based on the indications provided by the RU to the IM;
- "pushing" or "pulling" the train in need of assistance by sending the first available – and technically compatible limited to the RU's rolling stock operating on the Umbrian regional railway network – back-up train, from the place where it is deployed, based on the indications provided by the RU to the IM;
- utilisation of diesel vehicles only in the following cases:
 1. no electric power line;
 2. the impossibility of coupling the train with other commercial trains in operation;
 3. the unavailability of back-up trains notified by the RU to the IM;

4. presence of sections with a gradient in excess of 15 per thousand.

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

c) Passenger transfer procedures

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

- following train;
- back-up train.

d) Emergency procedures when people with disabilities or reduced mobility (PRM) are on board

In relation to the ongoing abnormality and the position of the stopped train (on line or in a locality), the RU remains responsible for assessing the existence of the conditions for safe transfer onto a train or alternative means of transport, or safe disembarkation. of travelers on board, including PRM with motor disabilities, also in relation to the type of abnormality and consequent effects (for example absence of on-board services, etc.), to the specific needs of customers on board, communicating the determinations to the GI for relative evaluation in consideration of the current traffic context, requesting the latter to intervene if necessary from the emergency services and/or fire brigade.

e) Other PRM passengers involved in the disruption

With regard to any other PRM passengers involved in the disruption (either at the station or on other trains affected by the disruption) and holding a regular ticket for the trains involved, the RUs are responsible for guaranteeing assistance in accordance with articles 18 and 20 of EU Regulation 782/2021 and, if requested by the PRM, for rescheduling their journey under the same conditions as the other passengers; it is understood that, if the rescheduling of the journey for the PRMs involves stations included in the RFI assistance service network, such rescheduling must be shared in advance with the competent Sala Blu so that the IM can provide the PRM assistant services.

6.3.3.2.4 Procedures and time schedules for the rail infrastructure clearance operations providing for equipped emergency vehicles 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 and the technical staff of the RU.

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 line clearance.

The IM's Traffic Monitoring Manager immediately requests the utilisation of an emergency vehicle from the nearest station in order to recover the train with the available vehicles to the point of the stop; 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 operations must be assisted by the RU staff responsible for notifying the relevant technical requirements for the continuation of the vehicle and for any conditioning of the same.

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

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.

6.3.4 Inquiries concerning operating accidents/disruptions

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

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

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

The nature of the above investigations, and the competencies, obligations and responsibilities of the parties (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 intervenes, 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, the IM shall be required to make the necessary inquiries, based on the type of incident or event

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

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 Infrastructures and Transport.

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

6.4 TRAFFIC CONTROL INSTRUMENTS

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

ANNEX TO SECTION 6

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.

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, with constant updates until the end of the bad weather conditions or service disruption.

SECTION 7 – SERVICE FACILITIES

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 offered by RFI as a service facility operator and described in the following paragraphs.

7.2 GENERAL INFORMATION

RFI 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 (i.e. TVM) and other functional structures for rail operations;
- areas, facilities and buildings for parking and storage of rolling stock and freight;

The information provided in this section is provided in accordance with the provisions of the European and national regulatory framework for guaranteed access facilities operated by RFI as Manager of Piedmontese Regional Railway Infrastructure.

Information on the perimeter and characteristics of the installations is reported in the ePIR portal, while any complementary and ancillary services provided are reported in Chapter 5.

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 ACCES 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 5.8.

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

7.3.2.1 Description of service

The service consists in providing companies operating in the railway passenger transport services with station areas relating to: **self-service ticket offices (SSTM), 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;

SSTM

- SSTM 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 SSTM;
- connection set-up for data transmission: installation of a cable duct from the supply point of the RU to SSTM.

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 Tariffs

The tariffs for the service are reported in Table 7-1

Table 7-1 - Description of metal classification of passenger stations

<i>Type of Passenger platform</i>	<i>Unit price (€/m2)</i>	<i>Self Service Ticket Offices (SSTM) and Mobile Information Desks (Desk) (€/space)</i>	<i>Obliterating machines (€/space)</i>
Bronze	68,35	259,72	24,605

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

7.3.2.3 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 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 provision of the requested area to the company operating rail passenger transport services will be formalised by signing the Concession of Use Contract (annex 1 and 2 to this section) for requests in which the station's commercial operator is RFI, which is ancillary to the use contract and tacitly renewable annually, unless one of the parties terminates it in advance. Concession of use agreements entered into prior to the entry into force of this NS will have to be amended and updated in the light of the regulatory and legal interventions that have taken place since then. For requests for spaces falling within the scope of the facilities managed by Grandi Stazioni Rail, reference should be made to the provisions published on the GS Rail website.

7.3.2.4 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 is 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 is made available within 5 working days after the RU has signed the contract, unless objective and specific technical impediments (such as the need to carry out adjustment works, for example) require more time (T0+65).

Technical and station premises for staffed ticket offices, technical services and passenger reception facilities

1. Each request for station premises by a RU (T0) must be presented, regardless of the commercial operator of the station in question, to the Direzione Commerciale of RFI, at least four months prior to the scheduled timeline for its use. The request must contain the following information:
 - a) the requested area of the premises in square metres;
 - b) the purpose for which the premises will be used;
 - c) the timeline for acquiring possession of the premises;
 - d) an estimate of the time needed to fit out the premises, from the date they are handed over.
2. within 5 working days from receiving such requests, the Direzione Commerciale of RFI shall then forward them to the commercial operator of the station concerned (T0+5);
3. within 15 working days from the presentation of the requests, the commercial operator of the station concerned shall acknowledge the receipt thereof, to the requesting RU and request, if it is necessary, any extra information that may be needed, with respect thereto (T0+15);
4. within the following 10 working days (or, if any extra information has been requested, within 10 days from receiving the said information), the commercial operator of the station concerned shall call the requesting RU to take part in a joint inspection at the station, to effectively identify the characteristics of the premises and any work that may be required to adapt it to the RU's needs (T0+25);
5. within the following 20 working days, the commercial operator of the station concerned shall send a copy of the draft contract to the requesting RU (T0+45);
6. the proposal is irrevocable for the following 20 working days, after which it shall lapse, unless the RU accepts it (T0+65);
7. the premises in the station is 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).

7.3.3 Freight terminals

RFI does not provide the service in the Regional Railway Infrastructure

7.3.4 Train coupling/uncoupling facilities, including shunting facilities

RFI does not provide the service in the Regional Railway Infrastructure

7.3.5 Areas, facilities and buildings for parking/storing of rolling stock and goods

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.

The service, which includes the preparation of the routing and the regulation of circulation for the transfer of rolling stock from the receiving platforms to the platforms equipped for the associated operations, is guaranteed by RFI only in the Rivarolo station.

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 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 7-2 - Tariffs

Type of service	Unit charge (€/minute)
Passenger Day charge (T _{VG})	0,121
Passenger Night charge (T _{VN})	0,118
Freight charge (T _M)	0,119

The TVG day rate will apply for stops between 6 AM and 10 PM. The TVN night rate for stops from 10 PM to 6 AM. In the event stops for two time slots, the rate is 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 due to maintenance 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.

7.3.5.4 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.

RFI also:

- Ensures that functionality is restored following faults;
- Ensures the restoration of the minimum equipment.

The RU is obliged to:

- Comply with all applicable regulations;
- Comply with the rules on specific operating procedures for entry into the Area and those specific to the management of the individual site;
- set up and apply the provisions of current environmental protection legislation;
- set up and apply the provisions of current environmental protection legislation;
- current legislation on health and safety at work;
- implement all necessary measures to avoid interruptions or restrictions to railway operations (e.g. presence of unauthorised company personnel on the railway premises, etc.).

Formalisation

The parking/storage service is 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.

7.3.5.5 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

RFI does not provide the service in the Piedmontese Regional Railway Infrastructure.

7.3.7 Train washing facility

RFI does not provide the service in the Piedmontese Regional Railway Infrastructure.

7.3.8 Territorial continuity services

RFI does not provide the service in the Piedmontese Regional Railway Infrastructure.

7.3.9 Refuelling facilities

RFI does not provide the service in the Piedmontese Regional Railway Infrastructure

7.3.10 Wastewater discharge

RFI does not provide the service in the Piedmontese Regional Railway Infrastructure.

7.4 SERVICE FACILITIES NOT MANAGED BY RFI

Reminder.

ANNEX 1 TO SECTION 7

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 2024)

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]³.
- 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

³ 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.]⁴

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 subject to the necessary adjustment to any TRA directions and rules subsequently in force and the provisions of the NS in force at the time of the conclusion of the new Agreement communicated by RFI in the manner set forth in Article 23.

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

⁴ Alternative clause to the preceding paragraph, to be included only if the RU has concluded neither a Framework Agreement nor an Access Contract.

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.

Any updates will be promptly communicated by RFI.

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.

In the event RFI, in accordance with the provisions hereof, notifies unilateral amendments or additions to be made to the contract, the RU shall be entitled to withdraw from the contract by giving notice thereof to RFI, in accordance with the procedures set out in the preceding paragraph, within 30 days from receipt of the said notice, without the consequences referred to in the same paragraph applying.

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, or constitute a single guarantee to guarantee all contracts having the same object referred to in the art. 2 following the criteria set out in Appendix 3 to Chapter 7. The amount of this last guarantee is proportional to the change in the total number of contracts signed.

In case of annual guarantee 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 the event that RFI requests the temporary or permanent replacement of the Spaces allocated pursuant to Art. 11, paragraph 2 and the RU fails to comply with the commitment within the 15 days, RFI shall, in accordance with article 1454 of the Italian Civil Code and by means of a formal notice sent by registered letter with return receipt or, alternatively, by certified email (PEC), instruct the RU to comply within a further 15 days from receipt of the notice. If this deadline expires in vain, this contract will be considered terminated.

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

Integrity Clause

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- d) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- e) to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- f) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. [RU may indicate here the references to its Code of Ethics, and Model 231, similarly to what is indicated above for RFI].

4. RFI hereby declares and warrants that it has read the RU's Model 231 and Code of Ethics, published at the Internet address [...], section "[...]", subsection "[...]", which can be downloaded and printed out online, or a hard copy of which can be requested at any time, and that it has fully understood the principles, contents and purposes thereof. Each Party declares to have read the above-mentioned documents; to fully understand the principles, purposes and commitments undertaken by each Party in relation to the same documents; to undertake for itself and its administrators, auditors, employees and/or collaborators pursuant to Article 1381 of the Italian Civil Code; to comply with the principles and provisions contained therein; and to ensure, in conducting its business and managing relations with any third parties, that the latter will comply with principles equivalent to those adopted by the Parties.

5. Each Party also undertakes to inform the other Parties of any fact or circumstance potentially conflicting with the values, principles and rules of conduct set out in the above-mentioned documents of which they become aware by reason of the existing contractual relationship.

The parties acknowledge that reports relevant to the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platforms:

- the report, addressed to RFI, may be made through the dedicated platform available at <https://www.segnalazione-whistleblowing.rfi.it/#> or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the "Whistleblowing FAQ" section accessible from the link indicated therein.

- reporting to the RU may be made through [insert counterparty reporting channels];

6. The Parties agree that the failure of either of them to comply with any of the aforesaid principles and provisions, as well as the failure to comply with the undertakings set forth in this article, shall constitute an instance of legal termination of this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to be exercised in the manner set forth in Section 3.3.2.6. of the NS, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

7. Notwithstanding the foregoing, it is hereby agreed that the defaulting Party shall substantially and procedurally indemnify and hold harmless at first request and without exception the other Party and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained in this Article.

8. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the "Guidelines on non-discrimination obligations" adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme.

[In cases where the counterparty does not have a Code of Ethics defining the standards of conduct and values to be followed in managing relations, has not adopted an Organizational Control and Management Model pursuant to Italian Legislative Decree 231/2001, the following integrity clause shall be used instead of the previous one to give content to the obligations imposed through such instruments]:

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- d) to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be

requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.

- e) to have read Model 231, available at the <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- f) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section “The FS Group”, subsection “Ethics, compliance and integrity”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. RU declares to acknowledge the commitments made by RFI in the above-mentioned documents and undertakes, pursuant to Article 1381 of the Italian Civil Code, for itself and its administrators, statutory auditors, employees and/or collaborators to comply with the principles and provisions contained therein, and to ensure that its sub-contractors, sub-suppliers, third parties and its entire supply chain refer, in the performance of its activities and in the management of its relations with third parties, to principles equivalent to those adopted by RFI.

4. Any breach by the RU of any of the principles and provisions set out in the Code of Ethics and/or Model 231 and/or the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane, as well as the failure to comply with the commitments hereunder, shall constitute a grounds for the legal termination of this Agreement, in accordance with article 1456 of the Italian Civil Code, to be exercised in accordance with paragraph 3.3.2.6 of the NS, without prejudice to any other legal remedies, including the right to compensation for any damages suffered.

5. Notwithstanding the foregoing, it is hereby agreed that the RU shall substantially and procedurally indemnify and hold RFI harmless at first request and without exception, and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained: i) in the Code of Ethics and/or (ii) in Model 231 and/or (iii) in the Anticorruption Policy of the Ferrovie dello Stato Italiane Group.

6. The RU acknowledges that relevant reports pursuant to and for the purposes of the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platform, available at <https://www.segnalazione-whistleblowing.rfi.it/#>, or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.

7. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group’s Antitrust Compliance Programme.

ARTICLE 22

Processing of Personal Data

The Parties undertake to process personal data, collected in the context of and for the purposes related to the conclusion and execution of this contract, in compliance with the principles of correctness, lawfulness and transparency provided for by the current legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 as amended and supplemented).

Specifically, the Parties undertake to process personal data in accordance with the principle of minimisation, and to ensure its integrity and confidentiality.

The obligation of each Party, in its capacity as autonomous data controller, to provide information on the processing of personal data to natural persons within its organisation and to natural persons of the other Party whose data are processed for the purposes referred to in the first paragraph of this Article and to ensure the exercise of the rights of data subjects shall remain unaffected.

The obligation to provide the information referred to in the third paragraph is met by Rete Ferroviaria Italiana by publishing it in the Data Protection section of the institutional website www.rfi.it and by the Contractor by [The Contractor must include the method for providing the information to the data subjects].

Each Party is liable for objections, actions or claims made by data subjects and/or any other person and/or Authority regarding non-compliance with the applicable data protection legislation (EU Regulation 2016/679 and Legislative Decree 196/2003, as amended and supplemented), which are attributable to the same.

Article 23

FINAL DISPOSITION

The Parties mutually acknowledge that, in accordance with the provisions of article 14, paragraph 1 of Italian Legislative Decree 112/15 and the relevant resolutions of the Transport Regulatory Authority, RFI may, during the term hereof, amend and supplement

the NS, subject to prior notification to the RU and adequate publication, also based on any directions and rules issued by the Transport Regulatory Authority or other competent authorities, without prejudice to the right of termination set out in article 8 above.

For anything not expressly regulated by this contract, reference must be made to everything provided in the current edition of the NS and all the documentation referred to therein, as well as to the current national and EU provisions on the matter.

In the event of a contradiction between the provisions of this contract and the provisions of the current NS, the NS shall prevail.

If one or more provisions of this contract become invalid or unenforceable, they will be replaced by RFI, upon written notice, with others in compliance with the purposes for which the contract was stipulated.

Article 24

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.

Annex 2 Section 7

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] ⁵.
- 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.

⁵ 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.]⁶

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, subject to the necessary adjustment to any TRA directions and rules subsequently in force and the provisions of the NS in force at the time of the conclusion of the new Agreement communicated by RFI in the manner set forth in Article 24.

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.

Any updates will be promptly communicated by RFI.

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

⁶ Alternative clause to the preceding paragraph, to be included only if the RU has concluded neither a Framework Agreement nor an Access Contract.

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 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.

In the event RFI, in accordance with the provisions hereof, notifies unilateral amendments or additions to be made to the contract, the RU shall be entitled to withdraw from the contract by giving notice thereof to RFI, in accordance with the procedures set out in the preceding paragraph, within 30 days from receipt of the said notice, without the consequences referred to in the same paragraph applying.

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 and/or maintenance 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 or constitute a single guarantee to guarantee all contracts having the same object referred to in the art. 2 following the criteria set out in Appendix 3 to Chapter 7. The amount of this last guarantee is proportional to the change in the total number of contracts signed.

In case of annual guarantee 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.

In the event that RFI requests the temporary or permanent replacement of the Spaces allocated pursuant to Art. 11, paragraph 2 and the RU fails to comply with the commitment within the 15 days, RFI shall, in accordance with article 1454 of the Italian Civil Code and by means of a formal notice sent by registered letter with return receipt or, alternatively, by certified email (PEC), instruct the RU to comply within a further 15 days from receipt of the notice. If this deadline expires in vain, this contract will be considered terminated.

In all the above cases, the RU must surrender the premises herein described, 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 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

Integrity Clause

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented ("Model 231") of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- to have read the Code of Ethics ("Code of Ethics"), published at <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- to have read Model 231, available at the <http://www.rfi.it>, section "About Us", subsection "Vision, Mission and Values", subsection "Our Values", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section "The FS Group", subsection "Ethics, compliance and integrity", which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. [RU may indicate here the references to its Code of Ethics, and Model 231, similarly to what is indicated above for RFI].

4. RFI hereby declares and warrants that it has read the RU's Model 231 and Code of Ethics, published at the Internet address [...], section "[...]", subsection "[...]", which can be downloaded and printed out online, or a hard copy of which can be requested at any time, and that it has fully understood the principles, contents and purposes thereof. Each Party declares to have read the above-

mentioned documents; to fully understand the principles, purposes and commitments undertaken by each Party in relation to the same documents; to undertake for itself and its administrators, auditors, employees and/or collaborators pursuant to Article 1381 of the Italian Civil Code; to comply with the principles and provisions contained therein; and to ensure, in conducting its business and managing relations with any third parties, that the latter will comply with principles equivalent to those adopted by the Parties.

5. Each Party also undertakes to inform the other Parties of any fact or circumstance potentially conflicting with the values, principles and rules of conduct set out in the above-mentioned documents of which they become aware by reason of the existing contractual relationship.

The parties acknowledge that reports relevant to the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platforms:

- the report, addressed to RFI, may be made through the dedicated platform available at <https://www.segnalazione-whistleblowing.rfi.it/#> or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.

- reporting to the RU may be made through [insert counterparty reporting channels];

6. The Parties agree that the failure of either of them to comply with any of the aforesaid principles and provisions, as well as the failure to comply with the undertakings set forth in this article, shall constitute an instance of legal termination of this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, to be exercised in the manner set forth in Section 3.3.2.6. of the NS, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

7. Notwithstanding the foregoing, it is hereby agreed that the defaulting Party shall substantially and procedurally indemnify and hold harmless at first request and without exception the other Party and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained in this Article.

8. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group's Antitrust Compliance Programme.

[In cases where the counterparty does not have a Code of Ethics defining the standards of conduct and values to be followed in managing relations, has not adopted an Organizational Control and Management Model pursuant to Italian Legislative Decree 231/2001, the following integrity clause shall be used instead of the previous one to give content to the obligations imposed through such instruments]:

1. RFI manages its relations and business, referring to the principles contained in the Code of Ethics of Gruppo Ferrovie dello Stato Italiane, the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 as amended and supplemented (“Model 231”) of RFI and the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane.

2. The RU declares and guarantees:

- g) to have read the Code of Ethics (“Code of Ethics”), published at <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online, or a hard copy can be requested at any time, which is an integral part of Model 231, and to have fully understood its principles, contents and purposes.
- h) to have read Model 231, available at the <http://www.rfi.it>, section “About Us”, subsection “Vision, Mission and Values”, subsection “Our Values”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes;
- i) to have read the Anti-Corruption Policy of the Ferrovie dello Stato Italiane Group, available at <http://www.fsitaliane.it>, section “The FS Group”, subsection “Ethics, compliance and integrity”, which can be downloaded and printed online or a hard copy can be requested at any time, and that they have fully understood its principles, contents and purposes.

3. RU declares to acknowledge the commitments made by RFI in the above-mentioned documents and undertakes, pursuant to Article 1381 of the Italian Civil Code, for itself and its administrators, statutory auditors, employees and/or collaborators to comply with the principles and provisions contained therein, and to ensure that its sub-contractors, sub-suppliers, third parties and its entire supply chain refer, in the performance of its activities and in the management of its relations with third parties, to principles equivalent to those adopted by RFI.

4. Any breach by the RU of any of the principles and provisions set out in the Code of Ethics and/or Model 231 and/or the Anti-Corruption Policy of Gruppo Ferrovie dello Stato Italiane, as well as the failure to comply with the commitments hereunder, shall constitute a grounds for the legal termination of this Agreement, in accordance with article 1456 of the Italian Civil Code, to be exercised in accordance with paragraph 3.3.2.6 of the NS, without prejudice to any other legal remedies, including the right to compensation for any damages suffered.

5. Notwithstanding the foregoing, it is hereby agreed that the RU shall substantially and procedurally indemnify and hold RFI harmless at first request and without exception, and, on its behalf, its assignees, statutory auditors, directors, employees and/or legal

representatives against any and all claims, damages and/or demands, including legal costs, that may be brought forward by third parties, in connection with any breach of the principles and provisions contained: i) in the Code of Ethics and/or (ii) in Model 231 and/or (iii) in the Anticorruption Policy of the Ferrovie dello Stato Italiane Group.

6. The RU acknowledges that relevant reports pursuant to and for the purposes of the 231 Model, including the Code of Ethics, and for anti-corruption purposes, can be made through the dedicated platform, available at [https:// www.segnalazione-whistleblowing.rfi.it/#](https://www.segnalazione-whistleblowing.rfi.it/#), or in the manner and through the channels indicated at <https://www.rfi.it/en/about-us/organisation-and-governance/ethics--transparency-and-accountability/Management-of-Whistleblowing-Reports.html>, and in the “Whistleblowing FAQ” section accessible from the link indicated therein.

7. RFI, in its capacity as Railway Infrastructure Manager, acts in full compliance with the provisions of Article 11, Italian Legislative Decree no. 112/2015 and the “Guidelines on non-discrimination obligations” adopted within the framework of the rules and standards of conduct set out in the FS Group’s Antitrust Compliance Programme.

ARTICLE 23

Processing of Personal Data

The Parties undertake to process personal data, collected in the context of and for the purposes related to the conclusion and execution of this contract, in compliance with the principles of correctness, lawfulness and transparency provided for by the current legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 as amended and supplemented).

Specifically, the Parties undertake to process personal data in accordance with the principle of minimisation, and to ensure its integrity and confidentiality.

The obligation of each Party, in its capacity as autonomous data controller, to provide information on the processing of personal data to natural persons within its organisation and to natural persons of the other Party whose data are processed for the purposes referred to in the first paragraph of this Article and to ensure the exercise of the rights of data subjects shall remain unaffected.

The obligation to provide the information referred to in the third paragraph is met by Rete Ferroviaria Italiana by publishing it in the Data Protection section of the institutional website www.rfi.it and by the Contractor by [The Contractor must include the method for providing the information to the data subjects].

Each Party is liable for objections, actions or claims made by data subjects and/or any other person and/or Authority regarding non-compliance with the applicable data protection legislation (EU Regulation 2016/679 and Legislative Decree 196/2003, as amended and supplemented), which are attributable to the same.

Article 24

FINAL DISPOSITION

The Parties mutually acknowledge that, in accordance with the provisions of article 14, paragraph 1 of Italian Legislative Decree 112/15 and the relevant resolutions of the Transport Regulatory Authority, RFI may, during the term hereof, amend and supplement the NS, subject to prior notification to the RU and adequate publication, also based on any directions and rules issued by the Transport Regulatory Authority or other competent authorities, without prejudice to the right of termination set out in article 8 above.

For anything not expressly regulated by this contract, reference must be made to everything provided in the current edition of the NS and all the documentation referred to therein, as well as to the current national and EU provisions on the matter.

In the event of a contradiction between the provisions of this contract and the provisions of the current NS, the NS shall prevail.

If one or more provisions of this contract become invalid or unenforceable, they will be replaced by RFI, upon written notice, with others in compliance with the purposes for which the contract was stipulated.

Article 25

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.

Annex 3 to Section 7

REAL ESTATE SURETY BOND TO GUARANTEE THE STANDARD CONTRACT FOR THE PROVISION OF FUNCTIONAL SPACES TO INSTALL RAILWAY TICKETING MACHINES AND/OR MOBILE INFORMATION DESKS AND/OR TICKET COUNTERS IN THE RAILWAY STATION, AND STANDARD CONTRACT FOR THE PROVISION OF PREMISES TO BE USED FOR RAILWAY TICKETING/CUSTOMER RECEPTION IN THE RAILWAY STATION

WHEREAS

that (tax code and registration No. with Companies' Register) registered at under no., VAT no., and the company Rete Ferroviaria Italiana with registered office at in the person of have entered into contracts for use of spaces owned by RFI, which are listed in the list attached hereto;

- that, as a guarantee of the commitments undertaken in the contracts shall provide the deposit of € (Euro) in favour of Rete Ferroviaria Italiana;

NOW THEREFORE

the bank and, on its behalf, its legal representatives, Messrs., undertakes to act as guarantor at first request in the interest of the company with registered office in (address) in the person of its legal representative and in favour of Rete Ferroviaria Italiana SpA, up to the amount of € (Euro) corresponding to the amount of the aforesaid bond for the purposes and the exact performance of the obligations assumed by in connection with the aforesaid legal relationship.

Consequently, should any circumstances arise that the surety has to be collected in favour of Rete Ferroviaria Italiana SpA, this bank shall pay the guaranteed amount upon the simple request of Rete Ferroviaria Italiana SpA, without the guarantor being able to raise any exceptions or reservations. The bank expressly and definitively waives the right to raise any objection or claim for restitution against Rete Ferroviaria Italiana SpA in respect of any and all matters relating to the main relationship, even in the event the Borrower is subject to bankruptcy proceedings.

The undersigned bank, in the manner and by representation as above, hereby declares its willingness to provide and constitute, as in fact constituted, this surety with formal waiver of the benefit of prior enforcement, pursuant to Article 1944 of the Italian Civil Code, willing and intending to remain jointly and severally obligated with the debtor company until the Term of Validity defined below, with the express waiver of the guarantor's right to avail itself of the conditions pursuant to Article 1957 of the Italian Civil Code.

The bank expressly and definitively waives its rights to raise objections pursuant to Article 1945 of the Civil Code.

At the request of, the Bank is willing to change the amount of this surety, established based on the contracts signed, as the number of contracts and/or the amount of the individual surety provided for in each contract changes.

This guarantee shall be valid until (Term of Validity). After 30 (thirty) days from the Validity Period without receipt by the undersigned bank of requests for payment in the manner set forth above, this guarantee shall be deemed forfeited and of no effect, even without physically returning the original document.

The early release of this guarantee with respect to the aforesaid Term of Validity, may only take place by notice of release or written communication by **Rete Ferroviaria Italiana S.p.A. to the Bank.**

The Court of Rome shall have jurisdiction over any disputes relating to this guarantee.

Place and date

THE BANK

(Notarised signatures of legal representatives)

Attachment 1 to section 7 - CHARACTERIZATION OF STATIONS AND STOPS

(SETTIMO) VOLPIANO – RIVAROLO LINE

The following stations are not currently compatible with the PMR 2008 2014 TSIs

Service Location	Volpiano	S. Benigno	Bosconero	Feletto	Rivarolo
Distance from the center	0,4	0,8	0,3	0,3	0,7
Station with PMR Assistance Service*	NO	NO	NO	NO	YES
Coordinates (Address)	C.so Regina Margherita 76	Via S. Giovanni Bosco 40	Via Torino 57	Via Venati 2	P.za Zanotti 1
Classification of the service location (station / stop)	station	station	station	station	station
Ownership of the station / operator (RFI, Centostazioni, GTT)	Region / RFI	Region / RFI	Region / RFI	Region / RFI	Region / RFI
Classification of the service location (station / stop)	Bronze	Bronze	Bronze	Bronze	Bronze
Stops of other transport modes within the station perimeter:	YES	YES	YES	YES	YES
Bus	YES	YES	YES	YES	YES
bike sharing	NO	NO	NO	NO	YES
Parking for vehicles	NO	YES	YES	YES	YES
reserved spaces for PMR	YES	YES	YES	YES	YES
bike stalls	YES	YES	YES	YES	YES
Waiting rooms	NO	NO	NO	NO	NO
There are commercial premises	NO	SI	NO	NO	YES
Bar	NO	SI	NO	NO	YES
restaurant / snack bar	NO	NO	NO	NO	YES
There is an obstacle-free path that connects	YES	YES	YES	YES	YES
stops of other connected modes of transport within the perimeter of the station	YES	YES	YES	NO	YES
car parks	YES	YES	YES	SI	YES
accessible entrances and exits	YES	YES	YES	NO	YES
information offices	NO	NO	NO	NO	YES
visual and audio information systems	NO	YES	NO	NO	YES
ticket offices / TVM	NO	NO	NO	NO	YES
toilets	YES	NO	NO	NO	YES
Sidewalks	NO	NO	NO	NO	YES
Ticket offices	NO	NO	NO	NO	YES **
Information offices	NO	NO	NO	NO	YES
Passenger assistance points	NO	NO	NO	NO	YES
Sales counters	NO	NO	NO	NO	YES
opening hours and days	-	-	-	-	the ticket office is managed by Trenitalia
Presence of external Resale see LINK https://www.gtt.to.it/cms/component/gtt/?view=ri-vendite	SI LINK pagina web	SI LINK pagina web	SI LINK pagina web	SI LINK pagina web	SI LINK pagina web
There are automatic ticket machines for train/bus	YES	YES	NO	NO	YES
TVM number***	1	1	NO	NO	3 ****
sale of paper or electronic ticket	NO	NO	NO	NO	YES

Service Location	Volpiano	S.Benigno	Bosconero	Feletto	Rivarolo
at least one of these has an interface that can be reached by a wheelchair user and by people of short stature.	YES	YES	NO	NO	YES
Ticket machines are installed	YES	YES	YES	YES	YES
location (sidewalks/ticket office)	platforms	platforms	platforms	platforms	entrance, waiting room and platforms
ticket machine type (classic magnetic paper/contactless)	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP
at least one of these has a free passageway of at least 90 cm wide and must be able to accommodate an occupied wheelchair up to 1,250 mm long. In the event of renovation or restructuring, a minimum width of 80 cm is permitted.	YES	YES	YES	YES	YES
There is visual information such as signs, pictograms, dynamic or printed information	YES	YES	YES	YES	YES
"safety information" and "safety instructions";	YES	YES	YES	YES	YES
there are warning, prohibition and obligation signs;	YES	YES	YES	YES	YES
there is information regarding train departures;	YES	YES	YES	YES	YES
the station services, where present, and the relative access routes are identified.	NO	NO	NO	NO	NO
the characters, symbols and pictograms used for visual information contrast with the background..	YES	YES	YES	YES	YES
Signage is provided at all points where passengers have to decide which direction to take and at intervals along the route.	NO	NO	NO	NO	NO
Information about train departures (including destination, intermediate stops, platform number and timetable) is available at a maximum height of 160 cm, at at least one point in the station.	NO	NO	NO	NO	NO
All safety, warning, mandatory and prohibited signs include pictograms.	YES	YES	YES	YES	YES
Displays:	NO	YES	NO	NO	YES
Displays are large enough to show the individual station names or message words. Each station name or message word is displayed for at least 2 seconds.	NO	YES	NO	NO	YES
show planned timetable	NO	YES	NO	NO	YES
show real timetable	NO	YES	NO	NO	YES
show information about other modes of transport	NO	NO	NO	NO	NO
Displays are installed along the platforms	NO	YES	NO	NO	YES
Audible information is provided	YES	YES	YES	YES	YES

*Management with reservation as indicated in point 5.4.7

**The ticket office in Rivarolo which also provides information is managed by the Trenitalia railway company

*** The ticket machines present are managed by the Trenitalia Railway Company.

**** In Rivarolo there are 2 TVMs of the Trenitalia railway company and 1 TVM of GTT SPA dedicated to the issuing of bus tickets and renewal of integrated season tickets

RIVAROLO – PONT LINE

Line suspended from 1 January 2021

The data relating to the Rivarolo station are contained in the framework of the (Settimo) Volpiano – Rivarolo line

The following stations are not currently compatible with the PMR 2008 2014 TSIs

Service location	Favria	Salassa	Valperga	Cuornè	Campore	Pont Canavese
Distance from the center	0,7	1,3	0,3	0,5	0,1	0,7
Station with PMR Assistance Service*	NO	NO	NO	NO	NO	NO
Coordinates (Address)	Via Francesca Romana 2	Via della Stazione 67	P.za Savino 4	Via Torino 37	frazione Campore	Via Roma 44
Classification of the service location (station / stop)	stop	Stop	stop	stop	stop	stop
Ownership of the station / operator (RFI, Centostazioni, GTT)	Region / RFI	Region / RFI	Region / RFI	Region / RFI	Region / RFI	Region / RFI
Classification of the service location (station / stop)	Bronze	Bronze	Bronze	Bronze	Bronze	Bronze
Stops of other transport modes within the station perimeter:	YES	YES	YES	YES	YES	YES
Bus	YES	YES	YES	YES	YES	YES
bike sharing	NO	NO	NO	NO	NO	NO
Parking for vehicles	NO	NO	NO	NO	NO	NO
reserved spaces for PMR	NO	NO	NO	NO	NO	YES
bike stalls	NO	NO	NO	NO	NO	YES
Waiting rooms	YES	NO	YES	YES	NO	YES
There are commercial premises	NO	NO	YES	YES	NO	YES
Bar	NO	NO	YES	YES	NO	YES
restaurant / snack bar	NO	NO	NO	NO	NO	NO
There is an obstacle-free path	YES	YES	YES	NO	NO	YES
	YES	YES	YES			YES
stops of other connected modes of transport within the perimeter of the station	YES	YES	YES	NO	YES	YES
car parks	YES	YES	YES	NO	YES	YES
accessible entrances and exits	YES	YES	YES	NO	YES	YES
information offices	NO	NO	NO	NO	NO	NO
visual and audio information systems	NO	NO	NO	NO	NO	NO
ticket offices / TVM	NO	NO	NO	NO	NO	NO
toilets	NO	NO	NO	NO	NO	NO
Sidewalks	NO	NO	NO	NO	NO	YES
Ticket offices	NO	NO	NO	NO	NO	NO
Information offices	NO	NO	NO	NO	NO	NO
Passenger assistance points	NO	NO	NO	NO	NO	NO
Sales counters	NO	NO	NO	NO	NO	NO
Opening hours and days	-	-	-	-	-	-
Presence of external resale	YES	YES	YES	YES	NO	YES
There are vending machines for train/bus tickets	NO	NO	NO	NO	NO	NO
TVM number	-	-	-	-	-	-
sale of paper or electronic tickets	NO	NO	NO	NO	NO	NO
at least one of these has an interface that can be reached by a person in a wheelchair and by people of short stature.	NO	NO	NO	NO	NO	NO

Service location	Favria	Salassa	Valperga	Cuornè	Campore	Pont Canavese
Ticket machines are installed	YES	YES	YES	YES	YES	YES
location (sidewalks/ticket office)	Platforms	Platforms	Platforms	Platforms	Platforms	Platforms
ticket machine type (classic magnetic paper/contactless)	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP
at least one of these has a free passageway of at least 90 cm wide and must be able to accommodate an occupied wheelchair up to 1,250 mm long. In the event of renovation or restructuring, a minimum width of 80 cm is permitted.	YES	YES	YES	YES	YES	YES
There is visual information such as signs, pictograms, dynamic or printed information	YES	YES	YES	YES	YES	YES
"safety information" and "safety instructions";	YES	YES	YES	YES	YES	YES
there are warning, prohibition and obligation signs;	YES	YES	YES	YES	YES	YES
there is information regarding train departures;	NO	NO	NO	NO	NO	NO
the station services, where present, and the relative access routes are identified.	NO	NO	NO	NO	NO	NO
the characters, symbols and pictograms used for visual information contrast with the background..	YES	YES	YES	YES	YES	YES
Signage is provided at all points where passengers have to decide which direction to take and at intervals along the route.	NO	NO	NO	NO	NO	NO
Information about train departures (including destination, intermediate stops, platform number and timetable) is available at a maximum height of 160 cm, at at least one point in the station.	NO	NO	NO	NO	NO	NO
All safety, warning, mandatory and prohibited signs include pictograms.	YES	YES	YES	YES	YES	YES
Displays:	NO	NO	NO	NO	NO	NO
Displays are large enough to show the individual station names or message words. Each station name or message word is displayed for at least 2 seconds.	NO	NO	NO	NO	NO	NO
show planned timetable	NO	NO	NO	NO	NO	NO
show real timetable	NO	NO	NO	NO	NO	NO
show information about other modes of transport	NO	NO	NO	NO	NO	NO
Displays are installed along the platforms	NO	NO	NO	NO	NO	NO
Audible information is provided	NO	NO	NO	NO	NO	NO

TORINO – CERES – tratta (TO-Rebaudengo RFI) – Germagnano LINE

Caselle Airport is compatibile with STI PMR 2007 2014

The other stations are not currently compatible with the PMR 2008 2014 TSIs

Service location	TO-Grosseto	TO- Rigola	Venaria	Borgaro	Caselle città	Caselle Aeroporto	S.Maurizio
Distance from the center (km)	-	1,1	0,6	0,6	1,5	4,1	0,3
Station with PMR assistance service*	no	no	YES	no	YES	YES	no
Coordinates	Corso Grosseto 216	Viale delle Industrie 17	Viale Roma 18	Via A. Diaz 27	Via Circonvallazione, 116	Via Circonvallazione Aeroporto	P.za Marconi 14
Station classification (platinum, gold...)	bronze	bronze	bronze	bronze	bronze	bronze	bronze
Ownership of the station/manager (RFI, Centostazioni, gtt....)	Region / RFI	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI
Stops of other transport modes within the station perimeter:	YES	YES	YES	YES	YES	YES	YES
bus	YES	YES	YES	YES	YES	YES	YES
bike sharing	NO	NO	NO	NO	NO	NO	NO
Parking for vehicles	YES	YES	YES	YES	YES	YES	YES
reserved spaces for PMR	YES	NO	YES	NO	NO	YES	YES
bike stalls	YES	NO	YES	YES	YES	NO	YES
Waiting rooms	NO	NO	YES	YES	YES	YES	YES
There are commercial premises	NO	NO	YES	NO	YES	NO	YES
Bar	NO	NO	YES	NA	YES	NA	NO
restaurant / snack bar	NO	NO	NO	NA	NO	NA	NO
There are premises but the business has ceased and they are rented	NO	NO	NO	NA	YES	NA	NO
There is an obstacle-free path	YES	YES	YES	NO	YES	YES	NO
					YES	YES	
stops of other connected modes of transport within the perimeter of the station	YES	YES	YES	NA	YES	YES	NA
car parks	YES	YES	YES	NA	YES	YES	YES
accessible entrances and exits	YES	YES	YES	YES	YES	YES	YES
information offices	NO	NO	NA	NA	SI	NO	NO
visual and audio information systems	YES	YES	YES	YES	YES	YES	YES
ticket offices / TVM	YES	YES	NA	NA	YES	NA	NA
toilets	YES	YES	YES	NO	YES	YES	NO
Sidewalks	YES	YES	NO	NO	YES	YES	NO
Ticket offices	NO	NO	NO	NO	YES	NO	NO
Information offices	NO	NO	NO	NO	YES	NO	NO
Passenger assistance points	NO	NO	NO	NO	NO	NO	NO
Sales counter	NO	NO	NO	NO	YES	NO	NO

Service location	TO-Grosseto	TO-Rigola	Venaria	Borgaro	Caselle città	Caselle Aeroporto	S. Maurizio
Presence of external resale see LINK https://www.gtt.to.it/cms/component/gtt/?view=rivendite	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK
opening hours and days	-	-	-	-	-	-	-
There are vending machines for train/bus tickets	YES	YES	YES	NO	NO	YES	YES
TVM number	2	1	1	-	-	1	1
sale of paper or electronic tickets	YES	YES	YES	NA	NA	YES	YES
At least one of these has an interface that can be reached by a wheelchair user and people of short stature.	YES	YES	YES	NA	NA	YES	YES
The stamping machines are installed	YES	YES	YES	YES	YES	YES	YES
Location (sidewalk/ticket office)	platforms	platforms	platforms	platforms	Entrance and platforms	platforms	platforms
validation machine type (classic magnetic paper / contactless)	paper and contactless	paper and contactless	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP
At least one of these has a free passage at least 90 cm wide and must accommodate an occupied wheelchair up to 1 250 mm long. In case of renovation or renovation, a minimum width of 80 cm is permitted.	YES	YES	YES	YES	YES	YES	YES
There is visual information such as signs, pictograms, dynamic or printed information	YES	YES	YES	YES	YES	YES	YES
there are «safety information» and «safety instructions»;	YES	YES	YES	YES	YES	YES	YES
there are warning, prohibition and obligation signs;	YES	YES	YES	YES	YES	YES	YES
there is information regarding train departures;	YES	YES	YES	YES	YES	YES	YES
the station services, where present, and the related access routes are identified.	YES	YES	YES	YES	YES	YES	YES
the characters, symbols and pictograms used for visual information contrast against the background.	YES	YES	YES	YES	YES	YES	YES
signs are placed at all points where passengers must decide which direction to follow and at intervals along the route.	YES	YES	YES	YES	YES	YES	YES
Information regarding train departures (including destination, intermediate stops, platform number and time) is available at a maximum height of 160 cm, in at least one point of the station.	YES	NO	NO	NO	NO	NO	NO
all safety, warning, mandatory and prohibition signs include pictograms.	YES	YES	NO	NO	NO	NO	NO

Service location	TO-Grosseto	TO-Rigola	Venaria	Borgaro	Caselle città	Caselle Aeroporto	S. Maurizio
Monitors	YES	YES	YES	YES	YES	YES	YES
Monitor/display are large enough to show the individual names of the individual stations or the words of the messages. Each station name, or message word, is displayed for at least 2 seconds.	YES	YES	YES	YES	YES	YES	YES

Service Location	Ciriè	Nole	Villanova Grosso	Mathi	Balangero	Lanzo	Germagnano
Distance from the center (km)	0,8	0,4	0,7	1,0	0,8	1,0	0,6
Station with PMR assistance service*	YES	YES	YES	YES	YES	YES	YES
Coordinates	P.za Stazione 1	Via XXIV Maggio 57	Via S.Massim o 57	Via D. Borla 54	Viale Copperi 32	P.za Martini Libertà 5	Via C. Miglietti 45
Station classification (platinum, gold...)	bronze	bronze	bronze	bronze	bronze	bronze	bronze
Ownership of the station/manager (RFI, Centostazioni, gtt....)	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI	Region/ RFI
Stops of other transport modes within the station perimeter:	YES	YES	YES	YES	YES	YES	YES
bus	YES	YES	YES	YES	YES	YES	YES
bike sharing	NO	YES	NO	NO	NO	NO	NO
Parking for vehicles	YES	YES	NO	YES	YES	YES	YES
reserved spaces for PMR	NO	YES	NO	YES	YES	YES	NO
bike stalls	YES	YES	NO	YES	YES	YES	NO
Waiting rooms	YES	YES	NO	YES	YES	YES	YES
There are commercial premises	YES	NO	NO	NO	NO	NO	NO
Bar	YES	NO	NA	NA	NA	NA	NA
restaurant / snack bar	YES	NO	NA	NA	NA	NA	NA
There are premises but the business has ceased and they are rented	NO	NO	NA	NA	NA	NA	NA
There is an obstacle-free path	NO	NO	YES	NO	NO	YES	NO
stops of other connected modes of transport within the perimeter of the station	NA	NA	YES	NA	NA	YES	NA
car parks	YES	YES	NA	YES	YES	NO	YES
accessible entrances and exits	YES	YES	YES	YES	YES	YES	YES
information offices	YES	YES	NA	YES	YES	YES	YES
visual and audio information systems	YES	YES	YES	YES	YES	YES	YES
ticket offices / TVM	YES	YES	NA	YES	YES	YES	YES
toilets	YES	YES	NO	YES	YES	YES	YES
Sidewalks	NO	NO	NO	NO	NO	NO	NO
Ticket offices	YES	YES	NO	YES	YES	YES	YES
Information offices	YES	YES	NO	YES	YES	YES	YES
Passenger assistance points	NO	NO	NO	NO	NO	NO	NO
Sales counter	YES	YES	NO	YES	YES	YES	YES
Presence of external resale see LINK https://www.gtt.to.it/cms/component/gtt/?view=rivendite	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK	YES WEB PAGE LINK
opening hours and days	-	-	-	-	-	-	-

Service Location	Ciriè	Nole	Villanova Grossa	Mathi	Balangero	Lanzo	Germagnano
There are vending machines for train/bus tickets	YES	YES	NO	NO	NO	YES	NO
TVM number	1	1	-	-	-	1	-
sale of paper or electronic tickets	YES	YES	NA	NA	NA	YES	NA
At least one of these has an interface that can be reached by a wheelchair user and people of short stature.	YES	YES	NA	NA	NA	YES	NA
The stamping machines are installed	YES	YES	YES	YES	YES	YES	YES
Location (sidewalk/ticket office)	Waiting room and platforms	platforms	platforms	platforms	platforms	platforms	platforms
validation machine type (classic magnetic paper / contactless)	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP
At least one of these has a free passage at least 90 cm wide and must accommodate an occupied wheelchair up to 1 250 mm long. In case of renovation or renovation, a minimum width of 80 cm is permitted.	YES	YES	YES	YES	YES	YES	YES
There is visual information such as signs, pictograms, dynamic or printed information	YES	YES	YES	YES	YES	YES	YES
there are «safety information» and «safety instructions»;	YES	YES	YES	YES	YES	YES	YES
there are warning, prohibition and obligation signs;	YES	YES	YES	YES	YES	YES	YES
there is information regarding train departures;	YES	YES	YES	YES	YES	YES	YES
the station services, where present, and the related access routes are identified.	YES	YES	YES	YES	YES	YES	YES
the characters, symbols and pictograms used for visual information contrast against the background.	YES	YES	YES	YES	YES	YES	YES
signs are placed at all points where passengers must decide which direction to follow and at intervals along the route.	YES	YES	YES	YES	YES	YES	YES
Information regarding train departures (including destination, intermediate stops, platform number and time) is available at a maximum height of 160 cm, in at least one point of the station.	NO	NO	NO	NO	NO	NO	NO
all safety, warning, mandatory and prohibition signs include pictograms.	NO	NO	NO	NO	NO	NO	NO
Monitors	YES	YES	YES	YES	YES	YES	YES

Service Location	Ciriè	Nole	Villanova Grossa	Mathi	Balangero	Lanzo	Germagnano
Monitor/display are large enough to show the individual names of the individual stations or the words of the messages. Each station name, or message word, is displayed for at least 2 seconds.	YES	YES	YES	YES	YES	YES	YES

Legend:

N.A.: not applicable

NDS: nothing to report

Management with reservation as per the dedicated paragraph.

TORINO – CERES LINE

Germagnano – Ceres Route

Line suspended from 12 June 2023 pending the technical infrastructural adjustments necessary following RFI's takeover of network management.

The following stations are not currently compatible with the PMR 2008 2014 TSIs

Service Location	Germagnano	Funghera	Traves	Losa	Pessinetto	Mezenile	Ceres
Distance from the center (km)	0,6	0,6	5,4	1,5	0,3	1,0	0,9
Station with PMR assistance service*	no	no	no	no	no	no	no
Coordinates	Via C. Miglietti 45	frazione Funghera	frazione Biò	frazione Losa	via Roma	via Stazione	Viale Stazione
Station classification (platinum, gold...)	station	stop	stop	stop	stop	stop	station
Ownership of the station/manager (RFI, Centostazioni, gtt....)	Region / RFI	Region / RFI	Region / RFI	Region / RFI	Region / RFI	Region / RFI	Region / RFI
Stops of other transport modes within the station perimeter:	YES	YES	YES	YES	YES	YES	YES
bus	YES	YES	YES	YES	YES	YES	YES
bike sharing	NO	NO	NO	NO	NO	NO	NO
Stops of other modes of transport near the station and their distance	YES	YES	YES	YES	YES	YES	YES
Parking for motor vehicles	YES	NO	YES	NO	YES	NO	NO
PMR reserved seats	NO	NO	NO	NO	NO	NO	NO
Bike stalls	NO	NO	NO	NO	NO	NO	NO
Waiting rooms	YES	NO	NO	YES	YES	YES	YES
There are commercial premises	NO	NO	NO	NO	NO	NO	NO
Bar	NA	NA	NA	NA	NA	NA	YES
Restaurant	NA	NA	NA	NA	NA	NA	NO
There is an obstacle-free path that connects	NO	YES	YES	YES	YES	YES	YES
stops of other connected modes of transport within the station perimeter	NA	YES	YES	YES	YES	YES	YES
car parks	YES	NA	YES	NA	YES	NA	NO
accessible entrances and exits	YES	YES	YES	YES	YES	YES	YES
information offices	YES	NA	NA	NA	NA	NA	YES
visual and audio information systems	NO	NO	NO	NO	NO	NO	NO
ticket offices/TVM	YES	NA	NA	NA	NA	NA	YES
Toilets	YES	NO	NO	NO	NO	NO	YES
platforms	NO	NO	NO	NO	NO	NO	NO
Ticket offices	YES	NO	NO	NO	NO	NO	YES

Service Location	Germagnano	Funghera	Traves	Losa	Pessinetto	Mezenile	Ceres
Information offices	YES	NO	NO	NO	NO	NO	YES
Passenger assistance points	NO	NO	NO	NO	NO	NO	NO
Sales counters	YES	NO	NO	NO	NO	NO	YES
opening hours and days	-	-	-	-	-	-	-
Presence of external/nearby resale	YES	YES	YES	YES	YES	YES	YES
presence of external resales see linkhttps://www.gtt.to.it/cms/biglietti-abbonamenti/punti-vendita/punti-vendita-in-torino-e-altri-comuni-dell-area-metropolitana#rivendite	YES LINK WEB PAGE	YES LINK WEB PAGE	YES LINK WEB PAGE	YES LINK WEB PAGE	YES LINK WEB PAGE	YES LINK WEB PAGE	YES LINK WEB PAGE
There are vending machines for train/bus tickets	NO	NO	NO	NO	NO	NO	NO
TVM number	NA	NA	NA	NA	NA	NA	NA
ale of paper or electronic tickets	NA	NA	NA	NA	NA	NA	NA
at least one of these has an interface that can be reached by a person in a wheelchair and by people of short stature.	NA	NA	NA	NA	NA	NA	NA
The stamping machines are installed	YES	YES	YES	YES	YES	YES	YES
location (sidewalks/ticket office)	platforms	platforms	platforms	platforms	platforms	platforms	platforms
validation machine type (classic magnetic paper / contactless)	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP	magnetic and contactless paper BIP
at least one of these has a free passage at least 90 cm wide and must accommodate an occupied wheelchair up to 1 250 mm long. In case of renovation or renovation, a minimum width of 80 cm is permitted.	YES	YES	YES	YES	YES	YES	YES
There is visual information such as signs, pictograms, dynamic or printed information	YES	YES	YES	YES	YES	YES	YES
there are «safety information» and «safety instructions»;	YES	YES	YES	YES	YES	YES	YES
there are warning, prohibition and obligation signs;	YES	YES	YES	YES	YES	YES	YES
there is information regarding train departures;	YES	YES	YES	YES	YES	YES	YES
the station services, where present, and the related access routes are identified.	YES	YES	YES	YES	YES	YES	YES
the characters, symbols and pictograms used for visual information contrast against the background.	YES	YES	YES	YES	YES	YES	YES

Service Location	Germagnano	Funghera	Traves	Losa	Pessinetto	Mezenile	Ceres
signs are placed at all points where passengers must decide which direction to follow and at intervals along the route.	YES	YES	YES	YES	YES	YES	YES
Information regarding train departures (including destination, intermediate stops, platform number and time) is available at a maximum height of 160 cm, in at least one point of the station.	NO	NO	NO	NO	NO	NO	NO
all safety, warning, mandatory and prohibition signs include pictograms.	NO	NO	NO	NO	NO	NO	NO
Monitors	YES	YES	YES	YES	YES	YES	YES
Monitor/display are large enough to show the individual names of the individual stations or the words of the messages. Each station name, or message word, is displayed for at least 2 seconds.	YES	YES	YES	YES	YES	YES	YES

Legend:

N.A: non applicable

NDS: nothing to report

Management with reservation as per the dedicated paragraph.