

**Standard RailNetEurope Contract for the use
of the railway infrastructure**

Between the infrastructure managers

1.
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represented by

2.
.....
.....

represented by

[if more IMs – 3.....]
- hereafter referred to as “IM’s”

and

the railway undertaking
represented by.....
hereafter referred to as RU

the international grouping of the following RUs
.....
.....
.....
hereafter referred to as “the RU”
represented by

whereas:

- a) the RU wishes to acquire access to the railway infrastructure managed by the IMs, wants to participate in the railway traffic on the railway infrastructure and wishes to use the railway infrastructure for its business processes related to railway traffic and transport;
- b) the IMs are co-operating within the RNE association, whose main objective is to foster the development and competitiveness of international rail traffic by promoting co-operation amongst its members to enable the efficient marketing, allocation and sales of cross-border infrastructure capacity and of other infrastructure services, and by setting up appropriate procedures and operational structures (e.g. the OSS network);
- c) the present contract constitutes formal act of authorisation for the access and use of the RNE Network with reference to the train paths provided by the relevant IMs to the RU (Appendix 6) and/or any other train path that the RU obtains during the validity of the present contract, in compliance with the rules mentioned below and that may be assigned if available (Appendix 6b and additional paths required during each running timetable);
- d) the RU wishes to acquire the minimum access package from the IMs, as specified in Article 5 Directive 2001/14/EC (Annex II 1.) and other services as specified below.

the following is agreed:

Article 1 – Definitions

- (1) RNE Network: railway infrastructure made available by the signing IMs on their network, within the scope of their co-operation within the RNE association;
- (2) RNE-paths: international train paths on the RNE network;
- (3) One stop shop (OSS): the point of contact established by each IM;
- (4) One stop shop (OSS) network: the joint network of the points of contact available to the RU;
- (5) Contact OSS: the OSS first contacted by the RU for the capacity applications linked to this contract;
- (6) Network Statement: the document which sets out in detail – for each IM - the general rules, deadlines, procedures and criteria concerning the charging and capacity allocation schemes. It also contains such other information as is required to enable application for infrastructure capacity;
- (7) General Terms and Conditions: the provisions that set out – for each IM - the technical, financial and administrative rules for the use of infrastructure and the circulation of trains. Such provisions may be contained – in some cases - within the Network Statement.

Article 2 - Purpose

- (1) This Contract sets out the conditions of access and use of the RNE network – as mentioned in the point c) of the Whereas - by a RU running international trains.
- (2) Only in so far the RU fulfils the requirements and conditions set by the different national regulations concerning access to and usage of the railway infrastructure, the RU is entitled to use the minimum access package – as defined by Annex II of Directive 2001/14/EC - and any other service as stated in the Network Statements/General Terms and Conditions, against payment of charge, and under the conditions, specifications and procedures mentioned in those Network Statements/General Terms and Conditions.
- (3) In case the train paths are assigned to an International Grouping, it shall be indicated which RU belonging to the Grouping is responsible towards each signatory IM for the fulfilment of the obligations provided for by the present contract.
- (4) The following documents form integral part of the present contract:
 - Appendix 1 – Services provided by each IM and charges
 - Appendix 2 – General Terms and Conditions and/or Network Statements of the signatory IMs
 - Appendix 3 – Technical and operational instructions [Optional]
 - Appendix 4 – List of contacts
 - Appendix 5 – Specific Terms and Conditions [Optional]
 - Appendix 6 – List of paths supplied and access charges
 - Appendix 6b – List of paths required for the next timetable period (optional)
 - Appendix 7 – Deadlines response times for the reply to train paths applications concerning the running timetable period
 - Appendix 8 – Services supplied to the customer by the OSS network

Appendix n°¹ are available on the internet sites of the signatory IMs at the address xxxx:

Appendix n°² are available on the RNE website (www.railneteuropa.com).

Appendix n°³ are provided together with the present contract as a CD-ROM

In case of discrepancy, the following hierarchy shall apply:

- (1) Specific Terms and Conditions;
- (2) General Terms and Conditions and/or Network Statements of the signatory IMs;
- (3) the present Contract.

¹ The list has to be established by the persons in charge of the negotiation of the contract.

² The list has to be established by the persons in charge of the negotiation of the contract.

³ The list has to be established by the persons in charge of the negotiation of the contract.

Article 3 - RNE Network

- (1) The IMs provide to the RU the use of RNE network on their relevant infrastructures (as specified in Appendix 6) for the operation of international train services.
- (2) Access and use of a specific RNE-path is subject to national law and provisions of each IM, as provided by Art. 4 (2) and (3)
- (3) The application for additional train paths is possible at any time. The IMs shall respond on the basis of the still available capacity as quickly as possible, and in any case in compliance with the deadlines indicated in Appendix 7.
- (4) The RU is not allowed to transfer train paths to a third party. The use of the capacity by a railway undertaking when carrying out the business of an applicant which is not a railway undertaking shall not be considered a transfer. The use of the paths by subcontractors – where allowed - requires prior approval of the IMs.

Article 4 - Network Statement and General Terms and Conditions

- (1) By signing this contract of use, the RU declares to have taken full notice of the Network Statements/General Terms and Conditions of the signing IM-parties mentioned in Art. 2 (2), to accept and to apply them unconditionally, and to waive other general conditions.
- (2) The IMs shall make available the technical and operational rules and regulations, on their respective Infrastructure for the use of the relevant RNE network. The RUs shall take notice and comply with these rules and regulations before commencement and during the operations.
- (3) The parties agree upon the Specific Terms and Conditions (listed in Appendix 5) as additions to/derogations from the General Conditions.
- (4) In case the above mentioned documents are available in more than one language shall prevail the original language version.

Article 5 – Infrastructure fees

- (1) Each IM involved shall invoice for the services provided in this contract, as ruled in the Network Statements/General terms and Conditions. This invoice shall contain the amount due and the banking references necessary to the payment.
- (2) Payments will be made according to national rules and deadlines directly to each IM, unless otherwise stated in Specific Terms and Conditions..

6 - Licence and Safety Certificate

- (1) The RU is obliged to hold for the whole duration of the operation:
 - a valid licence released in compliance with EC legislation
 - a valid safety certificate according to EC Directive 2001/14 and national laws of the concerned networks.
- (2) The RU has provided the IMs with a certified copy of the original documents (licence, safety certificate, and other documents required by their provisions of the relevant Network Statements/General Terms and Conditions) within the terms provided by national provisions. Should the Network Statements/General Terms and Conditions allow for the presentation of the above documents after the signature of the present contract, then such documents shall be provided within the terms prescribed by those Network Statements/General Terms and Conditions, and in any case – should national rules be lacking - at least fifteen working days before commencing operations.
- (3) The RU shall inform the IMs immediately if any of the above mentioned documents are changed or revoked/suspended.

Article 7 – Insurance and Financial Guarantees

- (1) The RU is obliged to be in possession of liability insurance and/or other financial guarantees in accordance with the national provisions and Network Statement/General Terms and Conditions of the IMs involved.
- (2) A certified copy of the above mentioned documents shall be provided by the RU to the IMs within the terms provided by national provisions. Should the Network Statements/General Terms and Conditions allow for the presentation of the above documents after the signature of the present contract, then such documents shall be provided within the terms prescribed by those Network Statements/General Terms and Conditions, and in any case – should national rules be lacking - at least fifteen working days before commencing operations.
- (3) The RU shall immediately inform the IMs of any modifications of the existing insurance/financial guarantees.

Article 8: Information

- (1) The parties shall appoint representatives for contractual issues and contact points for operational matters and emergency situations. The coordinates of these persons/contact points are listed in Appendix 4.
- (2) Each party shall bear its own communication costs.
- (3) The RU and the IMs agree to faithful co-operation.

- (4) The IM shall ensure that the RU(s) are furnished with the information as stipulated in Appendix 2 and shall adequately publish amendments and changes to the above documents.

Article 9 – OSS and Contact OSS

The RU is free to choose any OSS as its contact point within the OSS network, in compliance with the procedures that may be indicated in the RNE website.

The Contact OSS will provide support to the RU to deal with matters encountered in the implementation of the contract.

Article 10 – Availability of Infrastructure

- (1) The IMs shall ensure that the infrastructure is suitable for the operations covered by this contract as provided by the Network Statements/General Terms and Conditions/Special Terms and Conditions.
- (2) In case of traffic disturbance that may affect safety or timekeeping, each party shall without delay inform the relevant bodies, in compliance with the schedules and the procedures provided by national provisions.

Article 11 - Liability

- (1) Each party shall be liable according to the relevant national law and provisions of the IMs (cf. Appendix 2). Each signatory IM shall be liable towards the signatory RU for damage and/or any other prejudice suffered by the RU, only for the damage and/or prejudice that took place during the use of its own infrastructure and that had origin in its own infrastructure. The existence and the ascertainment of such liability shall be disciplined by the Network Statements/General Terms and Conditions and/or by other national provisions of the relevant IM.
- (2) The contact OSS -without prejudice to the liability of the signatory IMs as above provided- shall not be liable for damage and/or other prejudice caused to the signatory RU by actions or default of the IMs.

Article 12 - Duration of this contract

- (1) This contract will come into force on and remains valid until the end of the timetable period 200x/y. At the end of each timetable period it is automatically renewed for the next timetable period unless one of the parties terminates it by giving written notice 3 months in advance. In compliance with Art. 13 Point 2. EC Dir 2001/14 the paths specified in Appendix 6 are granted only for the timetable period mentioned in the Appendix. Appendix 6 has to be updated at each renewal of the contract.

- (2) The IMs are entitled to cancel this contract with immediate effect, should one of the following circumstances occur, possibly with indemnities in favour of the IMs:
- If the RU is no longer authorised to exercise the activity of rail transport;
 - If the RU failed to pay the charges due for a period of 1 month;
 - If RU is declared bankrupt;
 - If RU does not anymore fulfil the obligations laid down in articles 4 (2), 6 and 7 of this contract.
- (3) Both RU and the IMs are entitled to cancel this contract:
- according to national provisions;
 - and in consequence of any imposed change in relevant legislation, rules or regulations, in which case a notice period of 2 months will apply if possible.
 - with immediate effect if either party is in wilful default or gross negligence with the conditions of this contract;
- (4) The RU is bound in the cases listed above to the payment of the charges due for the train paths, services utilized, and penalties that may be provided, according to the Network Statements/General Terms and Conditions/Specific Terms and Conditions.

Article 13 - Legislation applicable

- (1) All disputes, if relevant to the access and use of one single infrastructure, shall be regulated by the national provisions of the concerned IM, including the conciliation and arbitration procedures, if provided by that legislation. If the dispute involves more than one infrastructure, then the parties shall initiate: a) a conciliation procedure, by a Committee composed by members appointed equally by the concerned parties; b) an arbitration procedure.
- (2) This contract shall be governed by the national law of the respective IM.

Article 14 - Confidentiality

- (1) The RU and the IMs agree that commercial aspects of this contract shall be held confidential and will not be transferred to other parties – including sub-contractors, within the limits of the relevant national legislation. This provision does not apply to information on the timetable and operational aspects of the RNE network [train path] use.

Article 15 - Concluding provisions

- (1) Should one provision of this contract become invalid or inapplicable for legal reasons, the other provisions shall remain – as far as possible - unaffected by this.
- (2) In case of invalid or inoperable provisions these provisions shall be amended by provisions that can meet the objectives of the contract in the best manner.

(3) Amendments and additions to the contract shall, after due consultation and agreement between RU and the IMs, be made in writing.

This contract has been drawn up in ...identical examples.

For IM 1

For IM 2

For RU

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