

Framework Agreement

on the allocation of railway infrastructure capacity

between

Business name: **Železnice Slovenskej republiky**

Registered seat: **Klemensova 8
813 61 Bratislava**
**incorporated in the Business Register of the District Court Bratislava I,
Section Po, Insert no. 312/B**

Legal form: **other legal entity**

Statutory body: **XXXXXXXXXX
Director General, Železnice Slovenskej republiky**

Business representative: **XXXXXXXXXX
Director, Traffic Management Department of DG ŽSR**

Bank details: **Všeobecná úverová banka, a.s.
Tatra banka, a.s.
Slovenská sporiteľňa, a.s.**

IBAN: **SK11 0200 0000 3500 0470 0012
SK14 1100 0000 0026 4700 0078
SK94 0900 0000 0000 1144 6542**

BIC: **SUBASKBX, TATRSKBX, GIBASKBX**

Company ID: **31 364 501**

VAT registration no.: **SK2020480121**

(hereinafter referred to as “Infrastructure Manager“)

and

Business name: **XXXXXX**

Registered seat: **XXXXXX**
Incorporated in the Business Register XXXXX

Legal form: **XXXXXXXXXXXX**

Statutory body: **XXXXXXXXXXXX**

Bank connection: **XXXXXXXXXXXX**

Bank account no.: **XXXXXXXXXXXX**

IBAN: **XXXXXXXXXXXX**

BIC: **XXXXXXXXXXXX**

Company ID: **XXXXXXXXXXXX**

VAT registration no.: **Xxxxxxxxxxxx**

(hereinafter referred to as “Applicant“)

(“Infrastructure Manager” and “Applicant” together hereinafter also referred to as “Contracting parties” or “Parties to the Agreement”)

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PREAMBLE

The Framework Agreement is concluded in accordance with and following Article 42 of the Directive of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area as amended (hereinafter referred to as "Directive 2012/34/EU"), the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for allocation of railway infrastructure capacity (hereinafter referred to as "Commission Implementing Regulation (EU) 2016/545") and to Section 43 of Act No 513/2009 Coll. on railways and on amending and supplementing certain acts in as amended (hereinafter referred to as the "Act on Railroads").

Article 1 - Subject of the Agreement

- 1) This Framework Agreement (hereinafter also referred to as "the Agreement" or "the Framework Agreement") sets out the mutual rights and obligations of the Infrastructure Manager and the Applicant (who is interested in the allocation of framework capacity) relating to the allocation of framework capacity ("framework capacity" means infrastructure capacity allocated under the Framework Agreement) for transport services on the railway lines defined in the Annex 1 during the period specified in Article 5.
- 2) This agreement commits the Infrastructure Manager to allocate framework capacity to the Applicant for the duration of this Agreement, to the extent specified in Annex 2, without specifying any particular train paths.
- 3) This Framework Agreement does not concern the allocation of framework capacity for specialised infrastructure within the meaning of Section 43(4) and (5) of the Act on Railroads.

Article 2 - Rights and obligations of Infrastructure Manager

- 1) The Infrastructure Manager undertakes, in accordance with the applicable legislation and the applicable "Conditions of the use of railway network" to publish on its website the "Conditions for the use of framework capacity", which shall define the specific conditions for the use of framework capacity and at the same time make available information on framework capacity allocated under framework agreements, while respecting commercial confidentiality of the Infrastructure Manager.
- 2) The Infrastructure Manager undertakes to process, in accordance with the legislation (in particular Commission Implementing Regulation (EU) 2016/545 and the Act on Railroads following the provisions of Directive 2012/34/EU), all requests for framework capacity applications submitted by the Applicant.

For this purpose, the Infrastructure Manager shall take into account the Applicant's requirements, but in accordance with the legislation, the train paths allocated may be for individual annual time-tables (hereinafter referred to as "ATT") differ from each other.

- 3) The framework capacity allocated to the Applicant by this Agreement shall take into account:
 - current and foreseeable development of the railway infrastructure known at the time of conclusion of this the time of the Framework Agreement;
 - planning of maintenance works and investments on the railway lines defined in Annex 1;
 - capacity requirements of the international rail freight corridors as set out in Article 14 of Regulation (EU) 913/2010;
 - technical and operational parameters of the trains on the allocated framework capacity, as defined in the Railway Infrastructure Administration's Capacity Strategy for the relevant ATT;
 - possibility of the existence of congested infrastructure;
 - planning of the available railway infrastructure capacity so that the amount of railway capacity
 - infrastructure capacity allocated by this agreement does not exclude the use of railway infrastructure by other Applicants
- 4) The Infrastructure Manager undertakes to inform the Applicant of planned restrictions on the railway infrastructure if they are expected to have an impact on the allocated framework capacity indicated in Annex 2 in in accordance with the legislation in force.
- 5) The Infrastructure Manager undertakes to allocate capacity in the event of congested infrastructure railway infrastructure to the Applicant according to the relevant "Network Statement".
- 6) The Infrastructure Manager shall have the right to provide the management boards of the rail freight corridors information on allocated framework capacity within the meaning of Regulation (EU) 913/2010 (Article 13) by this Agreement on the relevant railway lines of each corridor.

Article 3 - Rights and obligations of Applicant

- 1) The Applicant, who will not perform the transport services himself, shall designate the railway undertaking [or railway undertaking(s)] that will perform transport services on the allocated framework capacity (hereinafter referred to as "designated railway undertaking"). The designated railway undertaking shall have concluded with the Infrastructure Manager a "Contract on the access to railway infrastructure" (template "Contract on the access to railway infrastructure" is published on the ŽSR website www.zsr.sk in the section "Railway Undertakings/Infrastructure/Conditions for the use of rail infrastructure/Network Statement").
- 2) The Applicant or the railway undertaking designated by the Applicant shall submit applications for individual train paths in accordance with the applicable Work Schedule for the ATT preparation annexed to the Network Statement for the respective ATT (published on the ŽSR website www.zsr.sk in the section "Railway Undertakings/Infrastructure/Conditions for the use of railway infrastructure/Network Statement 20XX"). The Applicant shall specify the exact requirements for the framework capacity in the application. Requirement may be above or below the framework agreement. If the Applicant's request is above beyond the scope of this Framework Agreement, the provisions of this Framework Agreement shall apply only to that part of the requirement that is covered by this Framework Agreement.
- 3) The designated railway undertaking must be identified by the Applicant at least 30 days before the date of the requested train journey. Notification of the designation of the designated railway undertaking shall be made by the Applicant in writing (the model of the notification 'Acceptance of the designation of the railway undertaking by the Applicant' is published on the ŽSR website

www.zsr.sk i the section "Railway Undertakings/Infrastructure/Conditions for the use of railway infrastructure/Network Statement 20XX/Annex 4.2.1"). Authorization may be given for one railway undertaking for all days of the journey, or it may be for each day journey to different railway undertakings

- 4) The trains of the designated railway undertaking using the assigned train paths must respect the agreed technical and operational parameters set out in Annex 2 for the duration of this Framework Agreement. This does not apply if the change of parameters does not affect the design of the routes, or the Applicant or the railway undertaking designated by the Applicant deploys qualitatively better technical means. However, any such change shall be notified by the railway undertaking to the Infrastructure Manager inform it in accordance with the "Rules for amendment (modification) of the train path by the Applicant", which are set out in the current Network Statement.
- 5) The Applicant shall have the right to modify its requirements for the reference capacity in accordance with the conditions set out in under the terms of Article 6 or cancel under the terms of Article 7 of this Agreement.

Article 4 – Charging scheme

- 1) The allocation of Framework Capacity pursuant to Annex 2 of this Framework Agreement is currently free of charge.
- 2) Charges for the ordering and allocation of framework capacity for each period of validity of the ATT and other charges for the use of the railway infrastructure and service facilities and for access to the railway infrastructure and service facilities, including track access, and for services provided at the service facilities shall be applied in accordance with the applicable "Network Statement".
- 3) Failure by the Applicant to order part or all of the framework capacity allocated by this Agreement in the form of specific train paths for each period of validity of the ATT, due to obstacles on the part of of the Applicant, shall not be penalised by a contractual penalty.
- 4) Failure by the Infrastructure Manager to allocate specific paths ordered by the Applicant within the scope of part or all of the framework capacity allocated by this Agreement according to the applicable Work Schedule for the assembly of the annual CP, due to constraints on the part of the Infrastructure Manager Infrastructure Manager, shall not be penalised by a contractual penalty.

Article 5 - Validity of the Framework Agreement

- 1) The Framework Agreement shall enter into force on the date of signature of the Agreement by the authorised representatives of the Manager of the Infrastructure Manager and the Applicant. The Framework Agreement shall enter into force on the day following the date of its publication pursuant to Section 47(a) of Act No 40/1964 Coll., Civil Code, as amended and Act No. 211/2000 Coll. on free access to information and on amendment and supplementation of certain acts as amended.

- 2) This Framework Agreement is concluded for a definite term up to and including XX.XX.XXXX (within the meaning of the Section 43(3) of the Act on Railroads).

Article 6 - Changes to or restrictions on the terms of the Framework Agreement

- 1) Any changes to the terms of this Framework Agreement may occur for two reasons:
 - at the request of either party to this Agreement;
 - by new legislative/regulatory measures to be reflected in this Framework Agreement.

Such changes must be in the form of written amendments to the agreement and must be signed by both by both parties.

- 2) The Infrastructure Manager will inform the Applicant of the planned change or restriction terms of this Framework Agreement in writing no later than 12 months before the ATT enters into force. The Applicant may comment on the planned changes or restrictions to the agreement. Stakeholders shall endeavour to agree on the following when implementing changes or limitations to this Framework Agreement terms and conditions consistent with the commercial interests of the Applicant and consistent with the optimal use of available railway infrastructure capacity.
- 3) If the Applicant does not request train paths under this Framework Agreement during the annual planning period including the documents referred to in this Agreement, the Infrastructure Manager shall reduce the allocated framework capacity for the relevant annual timetable period to the extent of the capacity not requested. The Infrastructure Manager shall subsequently shall transfer it to the available capacity for the relevant annual timetable period (for late requests and ad-hoc requests). Exceptions are cases where the Applicant immediately justifies not to submit a request for train paths and the reasons given are beyond the Applicant's control.
- 4) If the Applicant does not intend to use the specified proportion of the framework capacity specified in the conditions use of the rail network for a period of more than one month, he shall immediately and at least one month's notice to the Infrastructure Manager.
- 5) If the Applicant does not use all or part of the framework capacity for a period longer than one month and does not inform the Infrastructure Manager of his intention not to use it for at least one one month in advance, the Infrastructure Manager shall reduce the framework capacity allocated to that Applicant to the current period of validity of the timetable, except where such non-use has been of the framework capacity is due to circumstances beyond the control of the Applicant. Manager Infrastructure Manager may reduce the framework capacity allocated to that Applicant for the period after the end of the current timetable period.
- 6) Applicants shall inform the Infrastructure Manager without delay of any permanent intention to not to use all or part of the framework capacity.

Article 7 - Termination of the Framework Agreement

- 1) The contract may only be terminated in writing, even without giving a reason. The notice period is 30 calendar days and shall commence on the first day of the calendar month following

calendar month in which the written notice of termination is delivered to the other party. Upon expiry of the notice period, the contract shall terminate.

- 2) The Infrastructure Manager may terminate this Framework Agreement with immediate effect in the event of, if the Applicant breaches its obligations set out in Article 3 of this Framework Agreement, by written by written notice to the Applicant.
- 3) The Applicant may withdraw from this Framework Agreement with immediate effect if the manager the Infrastructure Manager breaches its obligations set out in Article 2 of this Framework Agreement by written by written notice to the Infrastructure Manager.

Article 8 - Final Provisions

- 1) Relationships not governed by this Framework Agreement shall be governed by the provisions of the Commercial Code and other applicable laws of the Slovak Republic.
- 2) The Parties declare that they are aware that this Framework Agreement will be published in the Central Register of Contracts of the Office of the Government of the Slovak Republic and that, in accordance with the provisions of Section 43(6) of the Act on Railroads, this Framework Agreement agreement must be made available to other Applicants, with the exception of the provisions relating to commercial secrecy. In this respect, the Applicant declares that Annex 2 to this framework agreement as a whole constitutes a trade secret of the Applicant and will therefore not be disclosed and made public in accordance with this Agreement and applicable law.
- 3) No later than three months after the conclusion of the Framework Agreement, after a substantial modification thereof or after termination, the Infrastructure Manager shall update the “Conditions for the use of framework capacity of the railway infrastructure” (section allocated framework capacity, indicative available capacity and maximum available capacity) on the basis of the volumes of allocated framework capacity set out in Annex 2 to this Framework Agreement in a manner that respects commercial confidentiality.
- 4) The Parties declare that they are aware that this Framework Agreement is subject to approval by the regulatory authority within the meaning of Section 53(1)(d) of the Act on Railroads. In the event that the regulatory authority does not approve this agreement, the conclusion of this agreement shall be deemed not to have taken place.
- 5) The invalidity or ineffectiveness of any of the provisions of this Framework Agreement shall not invalidate or ineffectiveness of the other provisions of the Framework Agreement. If any provisions of this Framework Agreement have been provisions of the Framework Agreement are found to be invalid, the Parties shall without undue delay replace those provisions with valid provisions which fulfil the objective of this Framework Agreement in the most appropriate manner.
- 6) Amendments to this Framework Agreement shall be made by written amendments signed by authorised representatives of both Parties,
- 7) The Applicant and the Infrastructure Manager agree that any disputed cases shall be resolved in priority by agreement. In the event of failure to reach agreement, both parties may request that disputes arising out of legal relations arising out of or in connection with this Framework

Agreement Framework Agreement shall be decided by the competent general court of the Slovak Republic.

- 8) This Framework Agreement is drawn up in six copies, three of which shall be for the Manager Infrastructure Manager and three are for the Applicant.
- 9) Both parties to the agreement declare that they have read this agreement before signing it, that it has been concluded freely in good faith and with certainty and clarity, and sign it with their own handwriting as a token of their agreement to its contents.
- 10) Annex 1 - Railway lines under the Framework Agreement and Annex 2 - Allocated framework capacity are an integral part of this Agreement.

On behalf of Infrastructure Manger

On behalf of Applicant

ANNEX 1 – Railway lines under the Framework Agreement

Plaveč št.hr. – Prešov – Kysak – Košice – Čaňa – št.hr. SK/HU
št.hr. UA/SK – Čierna nad Tisou – Košice
Slovenské Nové Mesto – št.hr. SK/HU
Maťovce – Trebišov – Košice
Košice – Žilina
Žilina – Púchov – Bratislava hl.st.
Žilina – Čadca – št.hr. SK/CZ
Čadca – Skalité – št.hr. SK/PL
Púchov – Lúky pod Makytou – št.hr. SK/CZ
št.hr. CZ/SK – Kúty – Bratislava – Štúrovo – št.hr. SK/HU
št.hr. AT/SK – Devínska Nová Ves
št.hr. AT/SK – Bratislava-Petržalka
št.hr. HU/SK – Rusovce – Bratislava-Petržalka – Bratislava východ
Kúty – Jablonica – Trnava
Trnava – Galanta
Leopoldov – Sereď – Galanta
Bratislava – Dunajská Streda – Komárno
Nové Zámky – Komárno – št.hr. SK/HU

Content of this Annex shall be specified on case by case basis.

ANNEX 2 – Allocated framework capacity

Content of this Annex shall be specified on case by case basis.

Line A -B	Framework capacity		
	ATT 20xx/20xy	ATT 20xx/20xy
Technical features ¹			
Operational features ²			

1. Train technical features

....

1.1 Rolling stock

....

1.2 Weight

....

1.3 Speed (km/h)

....

1.4 Loading gauge

....

1.5 Length (only for freight transport)

....

1.6 Braking percentage

....

1.7 Required services

2. Train operational features

.....

2.1 Periodicity and the time aspect of applications for framework capacity

....

2.2 Framework capacity product (time zones / frames / intervals, continuous planning)

....

2.3 Volume of capacity product application

....

2.4 Quality of capacity product application