



NETWORK STATEMENT 2023
SEPTEMBER 2022 EDITION



FERROVIENORD network statement

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Ver.	Date	Description of Changes
0	22 September 2022	Content amendments as described below

List of changes to PIR 2023 – September 2022 edition (v.0 22/09/2022)

General Changes

(memory)

New Entries /Deletions

(memory)

Changes

Description of Changes	Chapter PIR
Updated legal framework.	1.3
Updated Validity Period.	1.6.1
Updated Extraordinary Update procedure.	1.6.3
Updated glossary of terms.	1.9
Updated FERROVIENORD RCT insurance ceiling to €120 Mln/00 rather than €200 Mln/00.	2.3.2.5
Updated operational methods and the timing of clearing activities using back-up locomotives/convoys.	2.5.5
Updated contents of accident/Incident Investigation.	2.5.6
Updated regulatory framework.	2.8
Updated regulatory framework texts / abbreviations / acronyms.	3
Updated Infrastructure Characteristics.	3.1
Updated consequences in the event contracted paths not used. Adaptation of the paragraph and table 4.6.3.1 structure.	4.6.3
Updated allowance on the penalties referred to in the previous paragraph.	4.6.4
Updated references to FERROVIENORD's complementary services website.	5.4
Updated rates to the inflation rate planned in compliance with the ART 141/2022 resolution.	6.3
Updated minimum access package rates as required by resolution ART 141/2022	6.3.1
Updated the tariffs for guaranteed access systems and services provided in this area as required by resolution ART 141/2022.	6.3.2
Updated complementary services tariffs as required by resolution ART 141/2022.	6.3.3
Updated auxiliary services tariffs as required by resolution ART 141/2022.	6.3.4
Updated other tariffs as required by resolution ART 141/2022.	6.3.5
Amendment of the content concerning the reporting and invoicing at the estimate fee, the type of invoicing and the estimate fee.	6.5.1

1. CHAPTER 1 GENERAL INFORMATION

1.1 INTRODUCTION (Update December 2021)

FERROVIENORD S.p.A. (hereinafter IM or FERROVIENORD) is a concessionaire for the operation of railway services and related infrastructure and facilities in accordance with:

- Consolidation Act 1447 of 1912 for the construction and operation of railroads;
- Interministerial Decree (Transport and Treasury) no. 1998(51) b1/0 of 1985 on the F.N.M. S.p.A. replacement with F.N.M. E. S.p.A. on the Milan branch network;
- Interministerial Decree (Transport and Treasury) no. 862 of 1993 on the Iseo branch network;
- Law no. 472/99 "Interventions in the transport sector", concerning the Busto Arsizio - Malpensa section;
- Deed of concession for the construction, operation and management of the Lombardy regional rail network to FERROVIENORD no. 17464.

FERROVIENORD, which is a wholly-owned subsidiary of FNM S.p.A., manages more than 300 km of network and 124 stations/stops located on the lines in the hinterland north of Milan, crossing the provinces of Milan, Varese, Como, Novara, Monza Brianza, Brescia, and on a line called Valmorea, temporarily closed to operation. The lines of the Regional Railway Infrastructure under concession to FERROVIENORD are therefore associated with three different points.

- Non-isolated railway network, known as the "Milan Branch", which falls within the scope of the MIT Decree of 5 August 2016.
- Railway network functionally isolated from the rest of the railway system, called "Ramo Iseo", which falls within the scope of Ministerial Decree no. 347 of 02 August 2019.
- Malnate Olona-Swiss border line named "Valmorea" for which the inclusion has been requested:
 - in Annex A of the MIT Decree of 05 August 2016 concerning the "Identification of railway networks falling within the scope of application of Legislative Decree no. 112 of 15 July 2015;
 - in the list of tourist railways referred to in Law no. 128 of 9 August 2017.

In compliance with Legislative Decree no. 112 of 15 July 2015 and in accordance with Lombardy Region Law no. 6 of 4 April 2012, for the purpose of capacity marketing, FERROVIENORD publishes this Network Statement (hereinafter referred to as NS) document referring exclusively to the lines interconnected with the national network identified in Annex A of the Ministry of sustainable infrastructures and mobility Decree of 05 August 2019. The NS contains all the information required by the entities requesting access to the Regional Railway Infrastructure and the use of the infrastructure-related services provided by FERROVIENORD.

1.2 OBJECTIVE

The document aims to achieve the objective of providing the various stakeholders with the necessary elements for the planning of the offer and regulate their relationships in accordance with the provisions of Legislative Decree 112/2015, which transposes Directive 2012/34/EC of the European Parliament and of the Council of 21 November 2012 to establish a single European railway area.

For the above purpose, the NS document contains:

- the characteristics of the infrastructure available and the conditions of access to it;
- the principles, procedures, criteria, methods and terms of calculation and collection relating to the toll charge and the fees due for services provided by the Infrastructure Manager FERROVIENORD;
- the criteria, procedures, terms and conditions relating to the system for the allocation of infrastructure capacity and the provision of services;
- the rules for the use of the Railway Infrastructure and for the use of the related services.

1.3 LEGAL FRAMEWORK (Update September 2022)

EU sources:

- Directive 2001/12/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 91/440/EEC on the development of the Community's railways;
- Directive 2001/13/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 95/18/EC on the licensing of Railway Undertakings;
- Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure and safety certification;
- Directive 2004/49/EC of the European Parliament and of the Council on safety on the Community's railways and amending Council Directive 95/18/EC of 29 April 2004;
- Directive 2004/51/EC of the European Parliament and of the Council of 29 April 2004 amending Directive 91/440/EEC on the development of the Community's railways;
- Regulation (EC) no. 1370/2007 of 23 October 2007 on public passenger transport services by rail and road and repealing Council Regulations (EEC) no. 1191/69 and (EEC) no. 1107/70;
- Regulation (EC) no. 1371/2007 of 23 October 2007 on rail passengers' rights and obligations;
- Directive 2007/58/EC of the European Parliament and of the Council of 23 October 2007 amending Council Directive 91/440/EC on the development of the Community's railways and Directive 2001/14 on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure;
- Directive 2007/59/EC: "Certification of train drivers operating locomotives and trains on the railway system in the Community";
- Directive 2008/68/EC of the European Parliament and of the Council of 24 September 2008 on the inland transport of dangerous goods;
- 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;
- Regulation (EC) no. 913/2010 of 22 September 2010 concerning European rail network for competitive freight;
- Decision 2011/633/EU on the Infrastructure Register;
- Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single railway area;
- Regulation (EU) no. 1316/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Connecting Europe Facility and amending Regulation (EU) no. 913/2010 and repealing Regulations (EC) no. 680/2007 and (EC) no. 67/2010;
- Commission Regulation (EU) 1300/2014 of 18 November 2014 concerning the technical specification for interoperability relating to accessibility of the Union rail system for disabled persons and persons with reduced mobility;

- Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for railway infrastructure capacity applicants and repealing Implementing Regulation (EU) 870/2014;
- Commission Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria for framework agreements for the allocation of Railway Infrastructure capacity;
- Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 establishing a European Union Railway Agency and repealing Regulation (EC) 881/2004;
- Directive (EU) 2016/797 of the European Parliament and of the Council of 11 May 2016 on the interoperability of the rail system within the European Union;
- Directive (EU) 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety;
- Regulation (EU) 2016/2338 of the European Parliament and of the Council of 14 December 2016 amending Regulation (EC) 1370/2007 as regards the opening of the market for domestic rail passenger services;
- Directive 2016/2370/EU of the European Parliament and of the Council of 14 December amending Directive 2012/34/EU as regards market opening for domestic rail passenger services and governance of 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 Delegated Regulation (EU) 2017/1800 of 29 June 2017 amending Delegated Regulation (EU) no. 151/2013 supplementing Regulation (EU) no. 648/2012 of the European Parliament and of the Council; RID Regulation "Règlement concernant le transport International ferroviaire des marchandises Dangereuses", current edition. Edition 01 January 2017 referred to in Commission Directive 2016/2309 of 16 December 2016 adapting for the fourth time the Annexes to Directive 2008/68/EC to scientific and technical progress;
- ADR Regulation "European Agreement concerning the International Carriage of Dangerous Goods by Road" current edition ADR edition 01.01.2017 referred to in Commission Directive 2016/2309 of 16 December 2016 adapting for the fourth time the Annexes to Directive 2008/68/EC to scientific and technical progress;
- Implementing Regulation (EU) 2018/1795 laying down the procedure and criteria for the application of the economic equilibrium test pursuant to Article 11 of Directive 2012/34/EU of the European Parliament and of the Council;
- Regulation (EU) 2020/698 of the European Parliament and of the Council of 25 May 2020 on specific and temporary measures in view of the Covid-19 outbreak as regards the renewal or extension of certain certificates, licences and authorisations and the postponement of certain periodic checks and training activities in certain areas of transport legislation;
- Regulation (EU) 2020/1429 of the European Parliament and of the Council of 7 October 2020 establishing measures for a sustainable rail market in view of the COVID-19 outbreak.
- Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations.

National sources and regulatory resolutions:

- Presidential Decree 753 of the Ministry of Infrastructures and Transport "New Rules on Police, Safety and Regularity of Operation of Railways and Other Transport Services" of 11 July 1980;

- Circular of the Ministry of Infrastructures and Transport, General Directorate USTIF DG 201 "Presidential Decree 11 July 1980, no. 753 approval of rolling stock for public railways in concession or under governmental commissioner management of the second category (and similar connections), for suburban tramways and undergrounds" of 16 September 1983;
- Ministerial Decree 20 October 1988 "Safety measures for rail freight terminals not included within the scope of the Ministerial Decree of 5 November 1997";
- Law no. 146 of 12 June 1990 (and subsequent amendments and additions) "Regulations on the exercise of the right to strike in essential public services and on the safeguarding of constitutionally protected human rights. Establishment of the Law Implementation Guarantee Commission";
- Legislative Decree no. 422 of 19/11/1997 "Transfer of functions and tasks regarding local public transport to the regions and local authorities";
- Ministerial Decree 513 of the Minister of Transport "Regulation containing rules for examinations of suitability of agents assigned to the Movement Service and to the driving of trains on the Railways under concession and under government management, on the undergrounds and on the suburban tramways" of 4 August 1998;
- Ministerial Decree 109/T of 3 November 1999 "Implementation of Article 3, paragraph 1, letter d) of Legislative Decree no. 422/97";
- Ministerial Decree 43/T of 21 March 2000 "Determination of the criteria for determining the fee for use of the Railway Infrastructure";
- Directorial Decree 247/VIG3 of 2000 "Identification of safety standards and regulations";
- Ministerial Decree 27/02/2002 "Provisions regulating certain matters, not regulated by Legislative Decree 13/01/1999, no. 41, concerning the transport of dangerous goods by rail" (OJ General Series no. 57 of 08-03-2002);
- Ministerial Decree 28/10/2005 "Safety in railway tunnels", limited to the requirements for fire fighting on board trains;
- Ministerial Decree no. 81/T of 19 March 2008 "Directive on the safety of railway traffic";
- ANSF Decree no. 1 of 6 April 2009 (and subsequent amendments and additions) "Attributions in the field of railway traffic safety";
- Legislative Decree 27/01/2010, no. 35 "Implementation of Directive 2008/68/EC on the inland transport of dangerous goods". (OJ General Series n. 58 of 11-03-2010);
- Legislative Decree 30/12/2010 no. 247 "Implementation of Directive 2007/59/EC on the certification of train drivers operating locomotives and trains on the railway system in the Community";
- Directive of the President of the Council of Ministers, in agreement with the Minister of Infrastructure and Transport and the Minister of Economy and Finance of 7 July 2009;
- Law no. 148 of 14 September 2011 "Conversion into law, with amendments, of Decree Law no. 138 of 13 August 2011, containing further urgent measures for financial stabilisation and development. Delegation of powers to the Government for the reorganisation of the distribution of judicial offices throughout the territory" (Article 8, paragraph 3-bis);
- Ministerial Decree 2/11/2011 "Identification of the requirements for the issue of the national passenger license for the performance of passenger rail services having origin and destination in the national territory" (O.J. 7 April 2011);
- Law no. 214 of 22 December 2011 "Conversion into law, with amendments, of Decree Law no. 201 of 6 December 2011, containing urgent provisions for growth, equity and consolidation of public accounts" (art. 37);

- Law no. 27 of 24 March 2012 "Conversion into law, with amendments, of Decree Law no. 1 of 24 January 2012, containing urgent provisions for competition, infrastructure development and competitiveness" (articles 36 and 37);
- Presidential Decree 9 August 2013 "Appointment of Transport Authority Members";
- Legislative Decree of 17/04/2014 no. 70 "Sanctioning discipline for violations of the provisions of Regulation (EC) no. 1371/2007 on the rights and obligations of passengers in rail transport";
- ART Resolution no. 70 of 31 October 2014 (published on 5 November 2014) "Regulation of fair and non-discriminatory access to railway infrastructures and initiation of the procedure for the definition of the criteria for determining the toll for the use of railway infrastructures";
- Law no. 174 of 21 November 2014 "Ratification and implementation of the Protocol of Amendment to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, done at Vilnius on 3 June 1999";
- ART resolution no. 76 of 27 November 2014 relating to the procedure for updating the National Network Statement managed by RFI S.p.A. ed. 2015;
- ART Resolution no. 24 of 12 March 2015 on the initiation of sanctioning proceedings relating to non-compliance with the regulatory measures specified in Resolution no. 70/2014;
- ART Resolution no. 25 of 12 March 2015 on the initiation of sanctioning proceedings relating to non-compliance with the regulatory measures specified in Resolution no. 76/2014;
- Legislative Decree 15/07/2015 no. 112 "Implementation of Directive 2012/34/EC" establishing a single European railway area";
- ART Resolutions no. 62 and 63 dated 31 July 2015 regarding the communication of the preliminary findings relating to non-compliance with Resolutions no. 70 and 76 of 2014 respectively, challenged by ART Resolutions no. 24 and 25 of 2015 respectively; Ministerial Decree 02/08/2016, no. 347 which identifies the railway networks which, pursuant to article 2, paragraph 4, of Leg. Decree no. 50 of 14 May 2019, fall within the scope of the same decree, being functionally isolated from the rest of the railway system;
- ART Resolution no. 96 of 18 November 2015 on the Criteria for determining charges for access to and use of railway infrastructure;
- ART Resolution no. 76 dated 01 July 2016 relating to the 2016-2021 Tariff System for Minimum Package of Access to National Railway Infrastructure. Compliance with the regulatory model approved by resolution no. 96/2015 and subsequent additions;
- Ministerial Decree 5/08/2016 "Identification of the railway networks falling within the scope of application of Legislative Decree no. 112 of 15 July 2015, for which the planning and administrative functions and tasks are attributed to the Regions" (O.J. 15 September 2016);
- Decree Law no. 50 of 24 April 2017, converted by Law no. 96 of 21 June 2017, on "Urgent provisions on financial matters, initiatives in favour of territorial entities, further interventions for areas affected by seismic events and measures for development";
- Ministerial Decree 12/05/2017 "Transposition of Commission Directive 2016/2309 of 16 December 2016 adapting for the fourth time the Annexes to Directive 2008/68/EC of the European Parliament and of the Council on the inland transport of dangerous goods to scientific and technical progress". (O.J. General Series no. 139 of 17-06-2017);
- Decree Law no. 148 of 16 October 2017, coordinated with the conversion law no. 172 of 4 December 2017, concerning "Urgent provisions on financial matters and for urgent needs. Modification to the discipline of extinction of the crime for restorative conduct";
- Circular of the Ministry of Infrastructure and Transport - Department for Transport, Navigation, General Affairs and Personnel - Directorate General for Transport and Railway Infrastructure, prot. 0000059 of

23/11/2017 "Strengthening of the safety supervision in the field of rail transport of dangerous goods for Class 2 gas wagons and for substances of Classes 3, 4.1, 4.2, 5.1, 5.2, 6.1, 6.2, 8 and 9 presented for transport in liquid state, in tank wagons, mobile tanks, tank-containers or tank swap bodies";

- ART Resolution no. 16 of 8 February 2018 Minimum quality conditions for national and local rail passenger transport services with public service obligations pursuant to Article 37, paragraph 2, letter d) of Decree Law no. 201 of 6 December 2011, converted, with amendments, by Law no. 214 of 22 December 2011, initiated by Resolution no. 54/2015;
- Ministerial Decree of 16/04/2018, on "Identification of regional railway lines of relevance to the national railway network";
- Executive Decree no. 0031 of 22/05/2018 of the Head of the Department for Transport, Navigation, General Affairs and Personnel - implementation of Directive of the Minister of Transport Prot. no. 238 of 8/5/2018 - "Provisions on the transport by rail of dangerous goods referred to in RID, Annex II to Directive 2008/68/EC on the inland transport of dangerous goods, implemented by Legislative Decree no. 35 of 27 January 2010";
- ART Resolution no. 106 of 25 October 2018, on "Measures concerning the minimum content of the specific rights that users of rail transport services with public service obligations may demand from the managers of railway services and infrastructures";
- Decree Law No. 109 of 28 September 2018, coordinated with the conversion law No. 130 of 16 November 2018, bearing urgent provisions for the city of Genoa, the safety of the national infrastructure and transport network, the seismic events of 2016 and 2017, labour and other emergencies ";
- Legislative Decree no. 139 of 23/11/2018 "Implementation of Directive (EU) 2016/2370 of the European Parliament and of the Council of 14 December 2016 amending Directive 2012/34/EU as regards the opening of the market for domestic rail passenger transport services and the governance of railway infrastructure";
- Legislative Decree no. 50 of 14/05/2019 "Implementation of Directive 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety";
- Legislative Decree no. 57 of 14/05/2019 concerning "Implementation of Directive 2016/797 of the European Parliament and of the Council of 11 May 2016, on the interoperability of the rail system of the European Union";
- ART Resolution no. 130 of 30 September 2019, "Measures concerning access to service facilities and rail services";
- ART Resolution no. 139 of 08 November 2019 "Network Statement 2021 submitted by FERROVIENORD S.p.A. Guidance and requirements relating to the Network Statement 2021 as well as the preparation of the Network Statement 2022";
- ART Resolution no. 69 of 18 March 2020 Epidemiological emergency from COVID-19 on the national territory. Provisions on time limits relating to proceedings of the Authority;
- ART Resolution no. 83 of 23 April 2020 Epidemiological emergency from COVID-19 on the national territory. Provisions on time limits relating to proceedings of the Authority. Extension;
- Resolution ART no. 156/2020, entitled "Conclusion of the procedure initiated by Resolution no. 86/2020. Approval of the "Methodology for examining the economic equilibrium of public service contracts pursuant to art. 12 of Legislative Decree no. 112/2015 and Article 14 of Commission Implementing Regulation (EU) 2018/1795."
- ART resolution no. 193/2020 Guidance and requirements relating to the Network Statement 2022 submitted by FERROVIENORD S.p.A., as well as relating to the processing of the tariff proposal relating to fees and charges;
- ART no. 28 of the resolution of 25 February 2021 bearing: "Measures concerning the minimum content

on the specific rights that users of rail and bus transport services can demand from service providers and related infrastructure with regard to complaint handling;

- Law no. 21 of 26 February 2021 "Enactment, with amendments, of Decree Law no. 183 of 31 December 2020 bearing urgent measures on legislative periods, the implementation of digital connections, the execution of the Council decision (EU, EURATOM) 2020/2053 of 14 December 2020, including with reference to the withdrawal of the United Kingdom from the European Union";
- ART resolution no. 31/2021 of 11 March 2021 Tariff proposal relating to the levels of the fees and charges for the railway infrastructure managed by FERROVIENORD S.p.A. - Compliance with the criteria set forth in Resolution no. 139/2019 and the requirements set forth in Resolution no. 193/2020.
- Law no. 101 of 1 July 2021 "Enactment, with amendments, of Decree Law no. 59, bearing "Urgent measures relating to the Complementary Fund of the National Recovery and Resilience Plan and other urgent measures for investments";
- Law no. 108 of 29 July 2021 "Enactment, with amendments, of Decree Law no. 77, concerning governance of the National Recovery and Resilience Plan and initial measures to strengthen administrative structures and speed up and streamline procedures. "
- ART no. 142/2021 of the Resolution of November 4, 2021 bearing "Indications and requirements relating to the 2023 network prospectus presented by FERROVIENORD S.p.A., in addition to drawing up the proposed rates for fees and charges".
- Law no. 156 of 9 November 2021 "Enactment, with amendments, of Decree Law no. 121, bearing urgent provisions on investments and the safety of infrastructures, transport and road traffic, for the operation of the Ministry of Sustainable Infrastructures and Mobility , the Higher Council of Public Works and the National Agency for the Safety of Road Infrastructures and Motorways";
- Law no. 233 of 29 December 2021 "Enactment, with amendments, of Decree Law no. 152, bearing urgent provisions for the implementation of the National Recovery and Resilience Plan (PNRR) and the prevention of infiltration by organised crime".
- ART no. 141/2022 of the Resolution of 08 September 2022 bearing "Rate adjustments to the 2022-2023 service timetable for access to the infrastructures of the interconnected regional railway networks and related services"

Regional Sources:

- Regional Law n ° 6 of 04 April 2012 "Discipline of the transport sector".
- Resolution of the Lombardy Regional Council no. X/4824 of 15 February 2016 approving the outline of the Service Contract for the management of the Railway Infrastructure of regional and local interest in concession to FERROVIENORD for the period 18 March 2016 - 31 December 2022;
- Resolution of the Lombardy Regional Council no. X/4823 of 15 February 2016 approving the Concession to FERROVIENORD of the management of the Regional Railway Infrastructure of the Lombardy Region for the period 18 March 2016 - 31 October 2060;

1.4 LEGAL STATUS (Update June 2021)

The NS is drawn up by FERROVIENORD pursuant to Legislative Decree. 112/2015 and Ministerial Decree no. 28T/2005, after consultation with the stakeholders according to the indications and prescriptions formulated by the Transport Regulation Authority (hereinafter ART) and published within the terms prescribed by art.

14, paragraph 5 of Legislative Decree no. 112/15.

The NS contains the rights and obligations of FERROVIENORD and possible applicants with respect to applications for the allocation of capacity and paths, the use of the Railway Infrastructure, the provision of related services, and the fees and charges due.

The NS shall also serve as the general rules and conditions governing the individual contractual relationships between FERROVIENORD and those who sign the individual Framework Agreements and the individual Railway Infrastructure Access Agreements.

The NS is published on FERROVIENORD's website and is therefore an integral and substantial part of the individual Track Access Agreements and framework agreements, and to this end the applicant certifies full and unconditional acceptance of the provisions contained therein.

1.4.1 COMPLAINT TO THE REGULATORY BODY (Update June 2021)

In accordance with the provisions of Article 37 of Legislative Decree no. 112/2015, for any disputes relating to the application of the NS or its interpretation each applicant may refer the matter to the Regulatory Body (Transport Regulatory Authority - ART), forwarding the request to the following email address:

Contacts:

Transport Regulatory Authority

Via Nizza 230, 10126 Turin

Phone number: 011.0908500

certified e-mail: pec@pec.autorita-trasporti.it

1.5 STRUCTURE OF THE NS (Update June 2021)

In relation to the objectives indicated in paragraph 1.2, with reference to the indications formulated by the association of the main European infrastructure managers, RNE (Rail Net Europe), the NS document has been divided into 6 chapters structured as follows.

1. Chapter 1 - **General Information on the characteristics of the document.**

2. Chapter 2 - **Conditions for access to the infrastructure.**

The chapter identifies the procedures for accessing FERROVIENORD's railway network and its use, as well as the procedures for managing the Track Access Agreement in accordance with applicable regulations and the contractual terms and conditions defined by the infrastructure manager.

3. Chapter 3 - **Infrastructure characteristics.**

The chapter describes, with the help of tables, maps, etc., the main infrastructural characteristics of FERROVIENORD, i.e. the characteristics required for a correct planning of railway capacity requests.

4. Chapter 4 - **Capacity allocation.**

The chapter reports on FERROVIENORD's rail capacity request and allocation process, timelines for requests, priorities, processing of requests, outcomes and conflict resolution.

5. Chapter 5 - **Services.**

The services included in the fee for the use of the Railway Infrastructure and the services that FERROVIENORD provides to the Railway Undertaking following the payment of additional fees are described.

6. Chapter 6 – **Tariffs and performance regime**

The reporting rules provided for and applied by the Track Access Agreement are described. The chapter also sets out the procedures for the collection of fees, including any services not included in the Access Agreement.

This NS prepared in accordance with the guidance provided in the RNE, Network Statement Common Structure, ensures that different applicants from different countries have access to similar documents, finding each piece of information in the same position in their respective NS.

1.6 VALIDITY OF THE NS AND EXTRAORDINARY UPDATE PROCEDURES (Update June 2020)

1.6.1 VALIDITY PERIOD (Update June 2021)

The NS document contains:

- The procedures and rules governing the requirements for applying for capacity and those governing the capacity allocation process. They are effective as of 11 March 2022 with respect to the working timetable in effect from 11 December 2022 - 09 December 2023;
- The information and rules applicable to the working timetable in force from 11 December 2022 to 09 December 2023 and governing the obligations and responsibilities of FERROVIENORD and the requesting Railway Undertakings (hereinafter also referred to as RUs), with respect to the conclusion and performance of the Framework Agreement and the Access Agreement.

1.6.2 ORDINARY UPDATE PROCEDURE (Update March 2019)

The procedure for ordinary updating of the NS takes place in accordance with the deadlines specified below.

- by 30 June of year X, FERROVIENORD shall prepare and publish the first draft of the NS for year X+2, highlighting the parts of the text that have been amended, compared to the current NS and containing notes on the changes introduced. The document shall be submitted to all stakeholders for review through a transparent and non-discriminatory consultation process, with a deadline of 31 July of year X for the formalisation of any comments by parties participating in the consultation;
- by 20 August of year X, FERROVIENORD shall publish the comments received from stakeholders;
- by 30 September of year X, FERROVIENORD shall publish and send to ART the final draft of the X+2 NS, highlighting the parts of the text that have been amended with respect to the current NS. The document contains the meanings, evaluations and modifications introduced, as well as the reasons

for accepting or rejecting the observations made by each of the subjects that participated in the consultation;

- by the second week of December of year X, FERROVIENORD shall publish the X+2 NS, concerning the conditions relating to the contractual relations that shall develop from the capacity requests for the working timetable starting from December (X+1) to December (X+2). The name of the document shall be "NS X+2";
- NS X+2 shall enter into force on the second Friday in March of year X+1.

The deadlines as indicated above are graphically represented in the following table.

June 30th of year X		July 31st of year X		August 20th of year X		September 30th of year X		Second week of December		Second Friday of March of year X+1
Prepare and publish the first draft of the NS for year X+2	»»»	Deadline for the RU to submit any comments	»»»	FERROVIENORD shall publish the comments received from stakeholders	»»»	FERROVIENORD shall publish and send to ART the final draft of the X+2 NS	»»»	FERROVIENORD shall publish the X+2 NS that enter into force on the second Friday in March of year X+1	»»»	NS enter into force

- The above-mentioned publication obligations shall be deemed to have been met with the publication on the IM's website.

1.6.3 EXTRAORDINARY UPDATE PROCEDURE (Update June 2021)

In the event of the need for further changes to the reference regulatory and/or legislative framework, as well as for specific requirements of FERROVIENORD that are adequately justified, any changes to the NS document that relate to the operation of the timetable from 11 December 2022 to 09 December 2023 shall be specifically updated and incorporated into the 2023 NS. The changes will be summarised in a summary table with the following indications:

- date of change;
- period of validity;
- indication of the amended paragraph;
- object of the change.

Any changes shall be communicated by FERROVIENORD to ART and to all stakeholders at least 30 days before they come into force.

1.7 EDITORIAL WRITING AND DISTRIBUTION.

In compliance with the provisions of Directive 2012/34/EU and with a view to harmonising relations between Infrastructure Managers and Railway Undertakings at European level, FERROVIENORD has decided to adopt the RNE (Rail Net Europe) model for the drafting of this document.

The NS document is available on FERROVIENORD's website at the following address www.ferrovienord.it.

1.8 CONTACT

For all the information related to the access to the network is active the page "Access to the Network" on the website www.ferrovienord.it.

1.9 GLOSSARY OF TERMS (Update September 2022)

"framework agreement": An agreement of a general, legally binding nature, governed by public or private law, defining the rights and obligations of an applicant and the infrastructure manager in relation to infrastructure capacity to be allocated and charges to be levied for a period extending beyond the duration of a working timetable (Leg. Decree no. 112/2015);

"framework agreement for local public transport services": a legally binding general agreement, under public or private law, defining the rights and obligations of an Applicant and the IM, in relation to the infrastructure capacity to be allocated to local public transport services and the charges to be levied for a period extending beyond the term of a working timetable (Legislative Decree no. 112/2015);

"TD": Train Driver;

"national railroad safety agency": ANSF, the national body entrusted with the tasks of Safety Authority for the Italian railway system referred to in section four of Directive 2004/49/EC;

"national agency for the safety of railways and road and motorway infrastructures" (ANSFISA): the national body, established by Legislative Decree no. 109 of 28 September 2018, converted, with amendments, by Law no. 130 of 16 November 2018, operating as the national safety authority with reference to the tasks provided for by the aforementioned decree, concerning railway safety

"storage area": areas specifically intended for the temporary storage of railway vehicles between one use and another (Legislative Decree no. 112/2015);

"harmonisation": a process for handling train path requests aimed at ensuring the consistency of the requests received;

"area concerned": the set of identified lines of the infrastructure under concession to FERROVIENORD, on which the Railway Undertaking intends to provide transport services. For these lines, the Railway Undertaking may take the necessary actions, according to defined procedures, in order to anticipate the acquisition of certain requirements for the issue of the Safety Certificate (Legislative Decree no. 112/2015);

"capacity allocation": Process by which requests are handled and the capacity allocation of a certain Railway Infrastructure is defined by the infrastructure manager. (Legislative Decree 112/2015);

"competent authority" means as defined in section 1.8.4 RID: The authority(ies) or any other body(ies) designated as such in each State and in each particular case by national law. The Italian national competent authority in this respect is: Ministry of sustainable infrastructures and mobility - Department for Transport, Navigation, General Affairs and Personnel - Directorate General for Transport and Railway Infrastructure, Via Caracciolo 36 - 00157 Rome;

"licensing authority": the national body in charge of issuing licences to Railway Undertakings based on Italian territory is the Ministry of sustainable infrastructures and mobility (Legislative Decree no. 112/2015);

"circulation tracks": any track that can be used for the operation of the commercial service; it does not include crossing, passing and communication tracks, which are used only for train handling (Regulation 2019/777/EU);

"sidetracks": sidetracks are defined as tracks not normally used for train movements;

"access charge" (toll): the access charge or "minimum access package" means the consideration due, including the right of reservation, by the Railway Undertaking for the use of each individual path and for the services connected thereto (Legislative Decree no. 112/2015);

"infrastructure capacity": the potential for accommodating the requested train paths on certain elements of an infrastructure over a certain period of time (Legislative Decree no. 112/2015);

"framework capacity": the infrastructure capacity assigned in connection with a framework agreement (Legislative Decree no. 112/2015);

"single safety certificate": the document certifying compliance with the standards on traffic safety as defined by the National Agency for Rail and Road and Motorway Infrastructure Safety (ANSFISA) (Legislative Decree no. 50 of 14 June 2019)

"normal train formation": a train formation that guarantees performance at least equal to that of the characteristic formation of the train path used, as specified in Annex 1 to the Track Access Agreement;

"Track Access Agreement": agreement entered into between the infrastructure manager and the railway undertaking, under which the latter is granted the use of the infrastructure in terms of train paths, against payment of charges (Leg. Decree no. 112/2015);

"siding connection agreement": 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 of the siding connection (Leg. Decree no. 112/2015);

"coordination": the process through which the infrastructure manager and applicants will attempt to resolve situations in which there are conflicting requests for infrastructure capacity (Legislative Decree no. 112/2015);

"re-routing": changes to the train path from the allocated path;

"DCO": Multiple station agent

"reservation fee": the fee, calculated net of energy consumption, due to Railway Undertaking pursuant to article 17, paragraph 9 of Legislative Decree no. 112/2015 following the allocation of paths in application of the criteria and procedures for capacity allocation;

"cancellation of a path": a formal written and registered notice by the Railway Undertaking of its intention not to use a previously requested and allocated path, which has been received by the IM;

"TM": Traffic Manager;

"duration of the contract": period between the date of the first and the last path referred to in an Access Agreement (Legislative Decree no. 112/2015);

"operation": a measure for the use of paths allocated by the Infrastructure Manager or requested by the Railway Undertaking (Legislative Decree 112/2015);

"time slot" means the period of time specified in a framework agreement within which one or more train paths must be allocated within the framework capacity allocation procedure (Legislative Decree 112/2015);

"operation management": activities that are the exclusive responsibility of FERROVIENORD's and the Railway Undertaking's accredited contact persons in the area identified in the Contract;

"infrastructure manager" (IM) means any body or undertaking that is responsible for operating, maintaining and renewing railway infrastructure on a network and participating in its development as determined by the State within its general policy on infrastructure development and financing (Legislative Decree 112/2015);

"facility": a functional structure designed to ensure the arrival and departure of trains and, where appropriate, technical and commercial operations, as well as their parking (Legislative Decree no. 112/2015);

"service facility": a facility (including land, buildings, equipment), specially equipped (wholly or partly) to allow the provision of one or more of the services referred to in Article 13 of Legislative Decree no. 112/2015;

"connected facility": a facility connected to the Railway Infrastructure by means of a junction, owned by a party other than the manager of the Railway Infrastructure where industrial and logistic activities are carried out, including industrial development areas (Legislative Decree no. 112/2015);

"Railway Undertaking" (RU): any public or private undertaking holding a valid licence, whose main activity consists in providing services for the carriage of goods and/or passengers by rail, and which must ensure traction; this also includes companies providing traction only (Legislative Decree no. 112/2015);

"Railway Infrastructure": the representative elements indicated in Annex 1 to Legislative Decree no. 112/2015;

"limited-capacity infrastructure": sections of railway infrastructure which are characterised by a degree of utilisation close to congestion;

"congested infrastructure": 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. (Legislative Decree 112/2015);

"planned interruption of service" (PIS): time-frames during which the train services are at standstill or limited due to infrastructure maintenance requirements (Legislative Decree. 112/2015);

"major works": works that entail a significant reduction in the capacity of the Railway Infrastructure (line interruptions, limitations on the use of tracks, unavailability of trains) (Legislative Decree no. 112/2015);

"minor works": works that do not entail a significant reduction in the capacity of the Railway Infrastructure (Legislative Decree no. 112/2015);

"license": authorisation valid throughout the territory of the European Union, issued by the appropriate licensing authority to an undertaking, by which its capacity to provide rail transport services as a railway undertaking is recognised; such capacity may be limited to the provision of certain types of services (Legislative Decree no. 112/2015);

"railway line": the infrastructure connecting two locations (Legislative Decree no. 112/2015);

"dangerous goods": substances or articles the transport of which is prohibited according to the RID or authorized only under the conditions laid down therein (Ref. RID par. 1.2.1): materials or substances that can represent a hazard to people, animals and the environment. The transport of dangerous goods by rail is governed by the relevant international regulations (RID - Regulations concerning the International Carriage of Dangerous Goods by Rail) which classify these substances. The RID is the Annex to Appendix C to the COTIF (Convention concerning International Carriage by Rail). In Italy, the ratification and execution of the Protocol of Amendment to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, signed at Vilnius on 3 June 1999, took place by Law no. 174 of 21 November 2014 (O.J. General Series no. 277 of 28-11-2014 - Ordinary Supplement no. 90);

"paths change": time changes to the original path, keeping the route unchanged (Legislative Decree no. 112/2015);

"line module": the maximum length of a passenger train in operation, junctions and rights of way in the tracks of the service locations;

"applicable operating regulations": the set of applicable regulations, provisions and instructions, absolutely regulating train services over the FERROVIENORD network;

"facility operator": a public or private entity responsible for managing one or more service facilities or providing one or more services to Railway Undertakings as referred to in Article 13, paragraphs 2, 9 and 11 of Legislative Decree no. 112/15;

"interval-service timetable": a succession of trains of identical characteristics, running at constant intervals of up to two hours;

"working timetable": the data defining all planned train and rolling stock shunting on the relevant infrastructure during the period for which it is in force (Legislative Decree 112/2015);

regulatory body: authority which performs the functions referred to in art. 37 of Legislative Decree no. 112/2015, represented by the Transport Regulatory Authority;

"PCIE": FERROVIENORD CENTRAL POSTS operating on the Remote Control systems of the TE lines;

"PCIF": FERROVIENORD CENTRAL POSTS operating on the Remote Control systems of the Network abnormalities;

"PCM": Traffic Control Room

"alternative route": a different route between the same origin and destination, it being understood that there is an interchangeable relationship between the two routes for the purposes of the operation, by the railway undertaking, of the freight or passenger transport service in question (Legislative Decree no. 112/2015);

"control period": the period of time established for comparing the framework capacities and the remaining unused capacities in order to inform potential applicants for framework agreements of the indicative framework capacity allocated and the available capacity (Legislative Decree no. 112/2015);

"capacity enhancement plan": a measure or series of measures planned, with a timetable for implementation, aimed at remedying capacity constraints (leading to a section of infrastructure being declared as "congested infrastructure") (Legislative Decree no. 112/2015);

"PIRWeb": FERROVIENORD's web portal which supplements the Network Statement (available on FERROVIENORD's website <https://www.ferrovienord.it/pirweb>) through the publication of annexes relating to the characteristics of the lines, facilities and technical/commercial information.

"reasonable profit": 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 (Legislative Decree no. 112/2015);

"shunting schedule": a document defined by the entity providing the shunting services, approved by FERROVIENORD when each timetable is activated, and updated in correspondence with significant changes to the train paths at the facility, in which the shunting operations necessary for all the trains at the facility are planned;

"daily schedule": the set of paths purchased by the RU, referred to each day of the period for which the contract is in force;

"network statement (NS)": A document detailing the general rules, deadlines, procedures and criteria relating to the systems for defining and collecting the charge for access to and use of the Railway Infrastructure and the charges due for services, as well as those relating to the allocation of capacity, and also containing all other information needed to submit requests for infrastructure capacity (Legislative Decree no. 112/2015);

"siding-connected undertaking": any undertaking that is a party to a siding agreement;

"siding-connected yard": a track running from the switches connecting to the rail infrastructure and the siding-connected yard;

"network": the entire Railway Infrastructure managed by an Infrastructure Manager (Legislative Decree no. 112/2015);

"authorised contact person": a person appointed by FERROVIENORD and the Railway Undertaking to carry out the activities specified in this document;

"applicant": a railway undertaking or an international grouping of Railway Undertakings or other natural or legal persons, such as regions and autonomous provinces and, more generally, the competent authorities referred to in [regulation \(EC\) no. 1370/2007](#) of the European Parliament and of the Council, as well as shippers, freight forwarders and combined transport operators, with a public service or commercial interest in acquiring infrastructure capacity for the purpose of operating a rail transport service (Legislative Decree no. 112/2015);

"applicable working timetable request": a train path request referring to the current timetable and exclusively in relation to the type of service already contracted (Legislative Decree no. 112/2015);

"short-notice request": a train path request relating to the current timetable period and exclusively in relation to the type of service already contracted, to be submitted to FERROVIENORD's accredited contact persons specified in the contract (Legislative Decree no. 112/2015);

"next timetable request": 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 (Legislative Decree no. 112/2015);

"intermediate adjustment request": a train path application referring to an intermediate adjustment of the applicable timetable;

"long-term request": a general capacity request referring to a period of time extending beyond than the validity of a railway timetable, for the purpose of defining a Framework Agreement (Legislative Decree no. 112/2015);

"refusal": a measure issued by FERROVIENORD certifying that it is not possible to meet the requests for new paths or changes to contracted paths (Legislative Decree no. 112/2015);

"prevention and protection service" (SPP): set of people, systems and means within the company aimed at the activity of prevention and protection from occupational risks for workers pursuant to art.2, paragraph 1, letter l) of Legislative Decree no. 81 of 9 April 2008;

"regional services" means transport services the principal purpose of which is to meet the transport needs of one or more regions, including a cross-border region (Legislative Decree no. 112/2015);

"international transport service": a transport service in which the train crosses at least one border of a Member State and whose principal purpose is to carry goods or passengers between stations located in different States (Legislative Decree no. 112/2015);

"pass-through transport service": transport service in which the train passes through at least one station connecting regional and national infrastructure;

"access terminal": railway terminals where only the loading of railway wagons onto road bogies takes place, or vice versa, the unloading of road bogies in specially equipped areas with level tracks. (Ministerial Decree 20 October 1998);

"intermodal terminal": railroad terminals equipped with means of handling that allow the transfer of the cargo (intermodal transport unit UTI) from the railway wagon to another mode of transport and vice versa (Ministerial Decree no. 20 October 1998);

"dangerous goods terminal": railway terminals where terminal operations of transport of dangerous goods are carried out (MIT Decree 26 June 2015);

"siding-connected terminal": a rail terminal exclusively serving industrial or similar establishments, created by means of specific tracks which may branch off from a station track or a line track. (Ministerial Decree 20 October 1998);

"safety quality environment": FERROVIENORD office of Safety Quality Environment;

"performance regime": performance monitoring mechanism based on delays at the end of a route by all trains running on the Railway Infrastructure (Legislative Decree no. 112/2015);

"cancellation": a measure for totally or partially limiting the utilisation of a path (space/time limitations);

"parking": the time during which a train is stationary on tracks, wherever located;

"network interchange station": the station at which the boundary of jurisdiction between the network operated by FERROVIENORD and the national network is identified;

"safety management system": FERROVIENORD safety management system;

"arrival/departure display boards": boards or monitors that provide information, updated in real time, on the arrival/departure times of trains, the receiving platform;

"type of service": identified in relation to the different needs/segments of the market to which it is addressed. Local and regional passenger mobility (including interregional trains, medium and long-distance passenger mobility, freight transport) (Legislative Decree no. 112/2015);

"entitlement document": the licence issued by the Ministry of sustainable infrastructures and mobility, at the request of licensed Railway Undertakings, allowing them to provide services on the national territory under reciprocal conditions in the case of Railway Undertakings established outside the European Union or controlled by them, pursuant to Article 7 of Law no. 287 of 10 October 1990 (Legislative Decree no. 139/2018);

"train path" or "path": the fraction of railway infrastructure capacity needed to run a train between two places over a given time period (Legislative Decree no. 112/2015);

"rail transport": performance of a freight or passenger transport service between two locations under a Transport Contract and a Track Access Agreement (Legislative Decree no. 112/2015);

"basic section": a portion of infrastructure in between two contiguous time recording points;

"exceptional transport": train that requires a special authorisation from FERROVIENORD for exceptional transport;

"contract value": the cost relating to access charge, traction power supply and all other services set out in Annex 3 to the Track Access Agreement.

2. CHAPTER 2 CONDITIONS FOR ACCESS TO THE INFRASTRUCTURE

2.1 INTRODUCTION (Update June 2020)

This section defines the procedures for accessing and using the Railway Infrastructure and for managing the Access Agreement, in compliance with applicable national regulations and the contractual conditions defined by FERROVIENORD. The following terms and conditions apply to domestic traffic.

ART guarantees fair and non-discriminatory access conditions to the railway infrastructure, according to the productive efficiency of management and the containment of costs for users, as well as methods that encourage competition, businesses and consumers.

With regard to the above, ART may request information from FERROVIENORD, from parties requesting access and from any stakeholder party.

2.2 GENERAL CONDITIONS OF ACCESS

2.2.1 WHO CAN APPLY FOR ACCESS (Updated June 2021)

Requests for access to FERROVIENORD's Railway Infrastructure may be submitted:

- i. In terms of multi-year capacity, for a period longer than the period of validity of a working timetable

and starting from the first useful working timetable, for the purpose of entering into a Framework Agreement;

- ii. In terms of train paths and services within the terms of a working timetable, in this case a Track Access Agreement is entered into.

In terms of train paths and services, for the purpose of entering into the Access Agreement, as a formal act for assigning the train paths and related services, the application for access to the Infrastructure may be submitted by one of the categories referred to in article 3, paragraph 1, letter cc) of Legislative Decree no. 112/15, precisely:

- i. Licensed Railway Undertakings;
- ii. Natural or legal person with a public service or commercial interest in procuring infrastructure capacity with the purpose of operating a rail transport service.

2.2.2 REQUIREMENTS TO APPLY FOR ACCESS

2.2.2.1 REQUEST FOR MULTI-YEAR CAPACITY FOR THE PURPOSE OF SIGNING A FRAMEWORK AGREEMENT (Updated June 2021)

If the Applicant is a Railway Undertaking, at the time of applying for capacity, it must:

- be in possession of a licence, issued by the competent authorities, suitable for the service it intends to provide;
- be in possession of, or show evidence of having applied for the issue of, an entitlement document in cases where such a permit is required by current legislation.

If the Applicant is a natural person or a legal entity (other than a RU), when applying for capacity, it shall demonstrate to FERROVIENORD that it belongs to one of the categories referred to in article 3, paragraph 1, letter cc) of Legislative Decree no. 112/15. The renewal of a Framework Agreement signed on or after 1 January 2010 must be authorised in advance by the Authority.

2.2.2.2 TRAIN PATH REQUEST FOR THE PURPOSE OF DRAWING UP THE TRACK ACCESS AGREEMENT (Update June 2021)

The Railway Undertaking shall be required to submit the train path application in accordance with the technical characteristics of the infrastructure specified in chapter 3 of this document and its annexes on the PIRWeb portal, for a volume of traffic consistent with the vehicles authorised to travel and the staff authorised to operate them.

When applying for train paths for the next timetable period, within the deadline for the start of the allocation process, the Railway Undertaking shall:

- be in possession of a licence, issued by the competent authorities, suitable for the service it intends to provide. In the event the licence is suspended during the allocation process or at the time of submitting the path application, the RU shall be required to produce the licence within the deadlines specified in paragraph 2.3.2.1.
- be in possession of, or show evidence of having applied for the issue of, an entitlement document in cases where such a permit is required by current legislation.

- be in possession of or demonstrate that it has applied for the issue/extension of the Single Safety Certificate. If the extension of the Safety Certificate is necessary, the RU shall be required to produce it within the deadlines specified in paragraph 2.3.2.1.

The Railway Undertaking that, upon submitting its train path applications for the timetable period subsequent to the current one, is not already in possession of the extension/single safety certificate for the lines subject to the application, shall be required to produce said certificate by the deadline for submitting comments on the draft timetable in July. If the Single Safety Certificate is not submitted by the above deadline, the requested capacity shall revert to FERROVIENORD.

If the path application is submitted after the start date of the allocation process, or submitted during the timetable period, the RU shall be required, under penalty of non-receipt of the application, to be in possession of the documents referred to in the first two points of the bulleted list above, as well as the single safety certificate relating to the lines applied for.

In the event of path applications, either for the timetable period following the current one or for the current timetable period, insisting on lines/facilities whose activation is scheduled during the timetable period following the current one, the RU shall be required to produce the Single Safety Certificate within 5 working days from the start of the service. In order to meet the deadlines specified above, FERROVIENORD shall provide the RUs with all the documentation required to obtain the Single Safety Certificate, also in provisional format, at least four months before the start of the service. The provisions of this paragraph shall apply in cases where the Railway Undertaking already holds a Track Access Agreement.

If the Applicant is a natural or legal person other than a Railway Undertaking, in accordance with the provisions of par. 2.2.1, at the time of the capacity request, must demonstrate to FERROVIENORD that it belongs to one of the categories referred to in Art. 3, paragraph 1, letter cc) of Legislative Decree no. 112/15. The Applicant may designate the Railway Undertaking which shall provide the service on its behalf on the FERROVIENORD network, after signing the Track Access Agreement and up to 30 days before the scheduled date of the transport operation.

At the time of designation, the Railway Undertaking shall be in possession of the necessary documentation indicated above and of the Single Safety Certificate relating to the lines subject to the request, without prejudice to the provisions relating to the possession of the Single Safety Certificate in the case of lines/facilities to be activated in the future.

2.2.3 LICENSE (Update December 2021)

Possession of the license is a prerequisite for the issue of the Single Safety Certificate pursuant to Legislative Decree no. 50 of 14 June 2019.

Pursuant to art. 4 of the Ministerial Decree of 2 February 2011, the authority responsible for issuing licences to Railway Undertakings based in Italian territory is the Ministry of sustainable infrastructures and mobility (Legislative Decree no. 112/2015 art. 7 paragraph 4) – Department of strategic planning, infrastructure systems, network transport, information and statistics.

Contacts:

Ministry of sustainable infrastructures and mobility
Directorate General for Rail Transport and Infrastructure
Via Caraci, 36 - ROME
www.mit.gov.it
dg.tf@pec.mit.gov.it

2.2.4 SINGLE SAFETY CERTIFICATE (Update December 2019)

The Single Safety Certificate is the document certifying compliance with national and European regulations, as regards the specific technical and operational requirements for railway services and the safety requirements relating to staff, rolling stock and the company's internal organisation, with particular regard to standards relating to traffic safety and the provisions and prescriptions issued for individual lines and services.

For the lines of the FERROVIENORD network, pursuant to art. 10 paragraph 3 of Legislative Decree no. 112/2015, the Single Safety Certificate, is issued by the European Union Agency For Railway (EUAR).

Contacts:

European Union Agency for Railway
- EUAR
website: era.europa.eu).

Contacts:

FERROVIENORD
Network Safety and Access Service
Infrastructure Access and Services
Via Diaz, 11 - 21047 SARONNO
www.ferrovienord.it

2.2.5 WARRANTY AND INSURANCE SUBMISSION OBLIGATIONS (Update June 2019)

The obligations of the Applicants with respect to the provision of a guarantee in connection with the entering into of a Framework Agreement are specified in paragraph 2.3.1.5. The obligations of the Railway Undertakings in respect of the provision of a guarantee, as well as the taking out of an insurance policy, are governed respectively by par. 2.3.2.3 and 2.3.2.5.

2.3 TRADE ACCESS CONDITIONS: detailed provisions and other rules laid down by the IM

2.3.1 FRAMEWORK AGREEMENT (Update June 2021)

Article 22 paragraph 5 of Legislative Decree no. 112/2015 states that the Infrastructure Manager and an Applicant may enter into a Framework Agreement pursuant to Article 23 of the same decree for the use of capacity on the railway infrastructure concerned for a period longer than that of the validity of a service timetable, starting from the first available time change, compatible with the procedures for the allocation of capacity laid down in article 26 of that Legislative Decree and reported in the network prospectus.

The conclusion of a Framework Agreement between the Infrastructure Manager and an Applicant permitted by law, even if not a Railway Undertaking, is aimed at guaranteeing the availability, and the commitment to

use, the capacity of the Railway Infrastructure, including any related services, for a period longer than the period of a working timetable, normally five years. The Framework Agreement does not specify the train paths in detail but is aimed at meeting the Applicant's commercial requirements. The details of the train paths are specified in the Access Agreement. An outline of the Framework Agreement can be found in the annexes on the PIRWeb portal.

Contacts:

ANSFISA - NATIONAL AGENCY FOR THE SAFETY OF RAILWAYS AND ROAD AND MOTORWAY INFRASTRUCTURES

website: www.ansfisa.gov.it

Via Alamanni, 2 - 50123 FLORENCE

e-mail: ansfisa@ansfisa.gov.it

2.3.1.1 CONTENT AND DURATION (Update June 2019)

The capacity that is the subject of the Framework Agreement is expressed by means of the following characteristic parameters:

- type of transport service;
- characteristics of the connections: relations, origin/destination, stops;
- train characteristics: traction, speed, mass, length, axle mass (freight), gauge (freight), transport of dangerous goods;
- number of train paths per time slot, broken down by relation, with indication of the periodicity and commercial speed of reference. The commercial reference speed shall not be a constraint for FERROVIENORD, should it be necessary to adopt a different commercial speed to optimise infrastructure capacity;
- total volumes (expressed in Train*km) for each working timetable included in the period of validity of the Agreement;
- economic value of the capacity (toll) for each working timetable included in the period of validity of the Agreement (according to the rules and prices in force at the time of its signature, subject to updating during the period of validity of the Framework Agreement).

Other parameters may be the subject of a Framework Agreement, following an agreement between the Applicant and the Infrastructure Manager, such as the capacity for non-commercial movements/technical operations, the availability of tracks for the storage of materials, other infrastructure services, guidelines for possible updating in connection with possible changes in the infrastructural, technological and market scenarios.

The Framework Agreement shall be entered into for a period longer than the term of a working timetable, normally for five (5) years, beginning with the first useful working timetable, renewable for periods equal to the initial term. A longer or shorter duration is permissible in specific cases. In particular, the request for capacity for a period longer than five years must be justified on the basis of the provisions of art. 23, paragraph 7, of Legislative Decree no. 112/15.

This latter case includes the Framework Agreements with the Regions and Autonomous Provinces, the duration of which may be commensurate with the duration of the service contract for the assignment of local public transport services.

FERROVIENORD undertakes to provide the Railway Undertaking entrusted with the regional rail service with the services contained in the NS, under the conditions specified therein. Any changes to the provision of the above mentioned services shall not, however, have a detrimental effect on the efficiency of the service and the support activities and shall be notified in advance to the Applicant or to the service provider.

The maximum capacity to be assigned to each single applicant with a Framework Agreement, for a duration longer than one working timetable, cannot exceed the limits indicated in the following chapter 4.

FERROVIENORD may decide, on a non-discriminatory basis and subject to the approval of the Transport Regulatory Authority, not to offer framework agreements on all lines declared to be congested. FERROVIENORD shall indicate these lines in the declaration of framework capacity before the start of the framework capacity allocation process. Approval by the ART is valid for a maximum period of two years, and is not automatically renewable.

2.3.1.2 SUBSCRIPTION AND SUCCESSFUL FULFILMENTS (Updated June 2021)

Framework Agreement with start coinciding with the first useful working timetable

1. The Framework Agreements with start-up coinciding with the first useful working timetable, intended as the one that will be activated at least 9 months after the date of signing of the Framework Agreement, are requested and undersigned in compliance with the timetable for the request of multi-year capacity indicated in chapter 4;
2. FERROVIENORD shall send the Framework Agreement proposal to the Applicant, communicating the maximum term for returning the proposal signed as a sign of full acceptance, normally 10 days from receipt of the proposal. At the end of this term, in the event of rejection by the Applicant, the capacity applied for shall be made available to other Applicants;
3. Within 30 working days of the date of signing, the Applicant shall prove that the guarantee referred to in the following paragraphs has been established, by delivering the original documentation to FERROVIENORD;
4. If the Applicant for a Framework Agreement is not a Railway Undertaking, it shall indicate to FERROVIENORD, every year, at least 1 month before the expiry date, the Railway Undertaking which shall provide, in the interest of the Applicant, the transport service relating to the capacity acquired;
5. In the event the Applicant (not a Railway Undertaking) requests the train paths, in line with the capacity under the Framework Agreement, each year, it shall be required to indicate, within the deadline specified therein, only the Railway Undertaking that, at the time of the designation, already has the full availability of the rolling stock necessary for the performance of the service to which the Framework Agreement relates and the relevant documentation;
6. Without prejudice to the provisions specified in the preceding paragraph, the Applicant (not a Railway Undertaking) or the designated Railway Undertaking shall apply, at least 8 months before the day of activation of the timetable, for the allocation of specific capacity, in the form of train paths corresponding to the capacity characteristics under the Agreement.

Additional formalities in case of request of stipulation of Framework Agreement with delayed start compared to the first useful working timetable

1. If the Applicant is a natural or legal person, it shall designate, at the time of signing the Framework Agreement, the Railway Undertaking that will carry out on its behalf, at least for the first year of service provided for in the Agreement, the transport activity relating to the capacity acquired, unless the Applicant is a Competent Authority, in accordance with Regulation no. (EC) 1370/2007, and intends to allocate, by means of a public procedure, the capacity covered by the Framework Agreement signed for public transport services;
2. The Applicant or the designated RU, in accordance with the preceding paragraph, shall be required to produce, within 12 months from the conclusion of the Framework Agreement, the appropriate documentation proving the conclusion of the purchase/leasing agreement for the rolling stock necessary to provide the service for which the infrastructure capacity is requested, unless it can prove that it already has the full availability of the rolling stock;
3. The Applicant, or the Railway Undertaking designated pursuant to point 1 above, shall produce to FERROVIENORD:
 - a. At the latest 24 months before the start of the service, documentation proving the availability of a qualified rolling stock driving instructor and the relevant training plan;
 - b. At least 12 months before the start of the service, the documentation proving the availability of the prototype rolling stock for testing.

2.3.1.3 CAPACITY CHANGES (Update December 2019)

Within the deadlines indicated for the submission of train path applications, variations may be requested within the overall limits of $\pm 10\%$ with respect to the capacity expressed in tr*km indicated in the Framework Agreement.

Any increases in the above percentages may be granted by FERROVIENORD for the first useful reference working timetable, subject to verification of capacity availability and compliance with the maximum assignable quota.

In the event of justified and documented needs, the Applicant may request reductions in excess of the above mentioned limit. The reduction may only take place with the prior consent of FERROVIENORD, with the signing of a specific deed amending the Agreement, which shall be valid from the first useful working timetable. The capacity subject to the granted reduction shall in any case be immediately considered available to FERROVIENORD for the annual capacity allocation process. If the Railway Undertaking's request is not accepted by FERROVIENORD, the Railway Undertaking may make use of the provisions specified in the following termination agreement paragraph.

In the case of greater capacity requirements, in excess of the capacity specified in the Framework Agreement, and in excess of the applicable variation threshold, the Applicant shall submit a specific request. If FERROVIENORD accepts the request, the capacity indicated in the Framework Agreement shall be amended, by signing an amendment to the Agreement, which shall be valid from the first useful working timetable. The amendment deeds for capacity variations cannot provide for extensions of the duration of the Framework Agreement.

Where the Framework Agreement also concerns services ancillary to the infrastructure capacity, the Applicant may, for documented reasons, request the amendment of the Framework Agreement, also with respect to the services only.

2.3.1.4 ACCESS TO INFORMATION SYSTEMS

Applicants shall be entitled to access the corporate information system applications made available by FERROVIENORD for information relating to railway traffic, such as delays and causes of disruptions.

The cost of access to the systems by Applicants is specified in section 6 below. The relative amount shall be paid to FERROVIENORD by the Railway Undertaking that carries out the transport and shall be regulated under the Access Agreement.

The cost of access to FERROVIENORD's information systems shall apply for workstations in excess of the provision already included in the minimum access package.

2.3.1.5 WARRANTY (Update June 2019)

The commitment of the Applicant (RU) to the use of the rail infrastructure capacity under the Framework Agreement, and to the proper performance of the obligations arising from each Track Access Agreement, to be entered into for each year of the term of the Framework Agreement, shall be secured by a bank or insurance guarantee, issued in favour of the IM, to be submitted within 30 working days from the date of signing thereof, covering the entire term of the Framework Agreement.

The amount to be guaranteed shall value the capacity volume object of the Framework Agreement expressed in tr*km per year, relating to the timetable of the highest production in the period of validity of the Framework Agreement, on the basis of the average unitary value tr*km published in Chapter 6 of this document. The surety is equal to 10% of the value of the fee for the use of the infrastructure, to be determined on the year of greater volumes, taking as reference the tariff for a maximum amount of € 5,000,000.00 (five million/00).

The requirements (rating) of the guarantor institutions shall be made available by FERROVIENORD.

If, during the period of validity of the guarantee, the guaranteeing bank/insurance company is *downgraded*, within 60 days of FERROVIENORD's request, the Railway Undertaking shall replace the guaranteeing bank/insurance company with an entity that meets the requirements of the Infrastructure Manager.

The guarantee shall be drawn up in accordance with the format indicated by FERROVIENORD and authenticated in accordance with the law. The surety must:

- be "by simple request";
- provide for payment to be made within a maximum period of 30 days from receipt of the written request;
- contain the express waiver to enjoy the benefit of the prior enforcement of the liable party, as an exception to art. 1944 of the Civil Code;
- contain the express waiver of the guarantor to object to the expiration of the terms referred to in art. 1957 of the Civil Code.

In the event that FERROVIENORD uses the aforementioned surety, even partially, the Applicant shall restore/reintegrate the surety by submitting the relevant documentation to FERROVIENORD within 1 month of the forfeiture date.

As an alternative to submitting the surety pursuant to this paragraph, the Applicant may choose to pay FERROVIENORD a sum equal to the amount covered by the surety bond. This sum shall be deposited in a dedicated account of FERROVIENORD. In the event of default by the Applicant, FERROVIENORD shall be entitled to offset all or part of the credit.

Within 180 calendar days from the termination of the Framework Agreement, the IM shall return the original

surety bond referred to in this paragraph, provided that, at the termination of the Framework Agreement, there are no unresolved disputes or claims or damages by the IM.

The Regions, Autonomous Provinces and Local Authorities are exempt from providing the surety bond in the terms indicated above. During the definition phase of the Framework Agreements, the commitments and responsibilities aimed at guaranteeing the correct execution of the Agreements themselves will be regulated with these parties.

2.3.1.6 PROHIBITION OF TRANSFER

The infrastructure capacity allocated to an Applicant under a Framework Agreement may not be transferred, even partially, to another Applicant. The use of capacity by a Railway Undertaking for the purpose of carrying out transport activities on behalf of an Applicant who is not a Railway Undertaking shall not be deemed to be a transfer.

2.3.1.7 CONTRACT TERMINATION (Update June 2020)

Without prejudice to the general provisions of the Italian Civil Code regarding contract termination, the Framework Agreement may be terminated by FERROVIENORD pursuant to and for the purposes of Article 1456 of the Italian Civil Code in the following cases:

- a. violation of any of the provisions of anti-mafia laws;
- b. failure to designate, within the prescribed time limits, the Railway Undertaking that will perform the services covered by the Framework Agreement;
- 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;
- d. failure to enter into (for each year of the term of the Framework Agreement) a Track Access Agreement relating to the paths referred to in the preceding paragraph;
- e. infringement of the prohibition on capacity transfer;
- f. any other hypothesis of termination contemplated in the Framework Agreement;
- g. failure to submit, or late submission by the Applicant (if a Railway Undertaking), or by the designated company, of the documentation referred to in paragraph 2.3.1.2;
- h. termination of the Track Access Agreement by the Applicant (if a Railway Undertaking) or the designated Railway Undertaking.

In the aforementioned cases, termination of the Agreement shall occur by law following notice from FERROVIENORD to be sent by registered letter with return receipt or by certified e-mail

In all cases of termination due to causes attributable to the Applicant, FERROVIENORD shall acquire the amount of the guarantee as compensation for damages for breach of contract, without prejudice to compensation for any greater damages.

The capacity under the terminated Framework Agreement will be made available to other applicants.

2.3.2 TRACK ACCESS AGREEMENT (Update June 2020)

Railway Undertakings holding a Licence and a Single Safety Certificate, which are able to provide both passenger and freight services, shall enter into separate contracts for the use of the infrastructure if they intend to provide both types of transport. The model contract for the use of the infrastructure can be found in the annexes of the PIRWeb portal.

2.3.2.1 DOCUMENTATION, COMPLIANCE AND DEADLINE FOR SIGNING CONTRACTS BETWEEN FERROVIENORD AND THE RAILWAY UNDERTAKINGS (Update March 2021)

The Railway Undertaking that intends to provide one or more types of service on the regional infrastructure managed by FERROVIENORD, shall obtain the availability of the train paths and services, in accordance with the procedure referred to in Chapter 4 of this document, and in order to enter into the Track Access Agreement, must produce the following documentation:

- authenticated copy of the Licence suitable for the service it intends to perform (or declaration of unchanged validity and characteristics of the licence), signed by the legal representative;
- certified copy of the entitlement document, if required by the regulations in force;
- declaration in lieu of certification of registration with the Chamber of Commerce, Industry, Agriculture and Artisanhip, in accordance with the format indicated by the IM. This declaration must also contain the indication of the power of attorney or deeds for attribution of powers and related responsibilities for the stipulation and signing of negotiation deeds;
- declaration of coverage issued by the insurance company, in accordance with the format indicated by the IM, or a copy of the insurance policy (the copy must be accompanied by a certificate of conformity to the original), in accordance with the provisions specified in the specific paragraphs of this document;
- list of the addresses, facilities, names and telephone numbers of the Contact persons responsible for providing and receiving communications relating to requests for new paths and services, postponement of train departures, requests for additional stops, changes in train composition compared to those underlying the allocated paths, waiver of allocated paths, notification of path changes or cancellations made by FERROVIENORD, operating accidents, strikes, infrastructure clearing, information systems, checks on services provided, reporting of services provided and invoicing, deployment of back-up/rescue vehicles, in accordance with the specific paragraph.

This documentation must be received by FERROVIENORD in advance of the service date:

- a) at least 45 consecutive calendar days for contracts relating to the next working timetable (except in the case of a RU designated by a non-RU applicant, in which case the documents shall be submitted within 20 calendar days)
- b) of at least 15 consecutive calendar days for ongoing contacts.

Without prejudice to the provisions of the preceding paragraph, the complete documentation must in any case be submitted within the mandatory deadline of 15 calendar days prior to the start of the working timetable (for contracts referred to in letter a) above), or 12 calendar days prior to the start of the transport service (for contracts referred to in letter b) above).

After acquiring the complete documentation, FERROVIENORD shall send the requesting Railway Undertaking the contract proposal, including the technical and economic annexes, with an indication of the deadline for the return of the proposal signed as a sign of full acceptance, which shall take place within 5 calendar days prior to service activation.

If the Railway Undertaking fails to send its full acceptance of the contract proposal, or to submit comments by the date communicated by FERROVIENORD, the latter shall set a peremptory term within which to enter into the contract, under penalty of forfeiting the right to use the allocated capacity and with the consequent obligation for the Railway Undertaking to pay, within 15 calendar days from the date of issue of the invoice by FERROVIENORD, the amounts due in the event of failure to enter into the contract. Any delays in the submission of the documentation, or the incomplete or incorrect submission of the documentation, or the failure to accept the contract within the above mentioned deadlines, may result in the postponement of the conclusion of the contract, as well as a possible postponement of the service activation date, without the RU concerned being entitled to make any claims and/or complaints against FERROVIENORD.

The Railway Undertaking that has applied for train paths for the timetable period subsequent to the current one shall be required to sign the Track Access Agreement before the timetable start date, even if the start of operations is scheduled for a later date. In any case, the Contract must be stipulated within the deadline of fifteen working days prior to the start date of the service.

2.3.2.2 ADDITIONAL FULFILMENTS FOR THE PURPOSE OF SUBMISSION (Update December 2018)

The Railway Undertaking which, on 15 November of each year, is in default with respect to the payment of amounts due on that date and relating to services covered by the Access Agreement (in progress or signed for previous years), shall be obliged by 30 November of the same year:

- to pay the amount due;

or, alternatively:

- to submit a payment plan, fully guaranteed by a bank or insurance surety, aimed at satisfying the outstanding receivables to be paid by and no later than the date of the first adjustment invoice of the new contract and to establish the surety when signing the contract for the next working timetable, in accordance with the provisions of paragraph 2.3.2.3.

In the absence of such fulfilments, it will not be possible to sign the Access Agreement valid for the following working timetable, with the consequent application of the rules relating to non-contractualisation.

If the contract is not awarded, FERROVIENORD shall be entitled to allocate the relevant capacity to another railway undertaking.

2.3.2.3 WARRANTY (Update June 2020)

In accordance with Commission Implementing Regulation (EU) 2015/10, the credit rating thresholds required of Railway Undertakings are made available by FERROVIENORD.

Any Railway Undertaking which does not have a credit rating, or whose credit rating (provided by a specialised agency) is lower than the thresholds established by FERROVIENORD, shall provide a suitable bank or insurance surety to partially guarantee payment of all fees and any other sum due under the Track Access Agreement, as well as compensation obligations for damages arising from failure to fulfil the Agreement. The

amount of this surety shall be equal to the amount corresponding to the estimated value of tolls and services over one month of the operating schedule covered by the contract to be guaranteed.

If the surety bond securing the contract is to be provided pursuant to the provisions of the preceding paragraph, the amount of the bond shall be equal to the estimated value of tolls and services over two months of the operating schedule covered by the contract to be secured.

If the Railway Undertaking is required to submit the surety bond pursuant to this paragraph, it may choose whether to submit the surety bond or pay FERROVIENORD an amount equal to two monthly payments.

RUs shall be exempted from providing the surety, even if they do not have a rating, or if their rating is lower than the thresholds established by FERROVIENORD, if they have entered into a Track Access Agreement for at least two working timetable periods immediately preceding the reference timetable period, provided that they have duly paid all the invoices. Railway Undertakings for which the amount of the guarantee, calculated as above, is less than or equal to € 10,000.00 (ten thousand/00) shall also be exempt from providing the surety.

If the Railway Undertaking is required to submit the surety, it may choose, as an alternative, to pay FERROVIENORD a sum equal to the amount of tolls and services estimated over one/two months of the operating schedule, depending on the two cases above.

If the Railway Undertaking is a party to a Framework Agreement, it shall be obliged to provide the surety bond at the time of the Track Access Agreement only for the part exceeding the amount of the surety provided for at the time of signing the Framework Agreement.

2.3.2.4 METHOD OF CONSTITUTION AND CONTENTS OF THE SURETY (Update December 2018)

The surety bond or payment of the monthly schedule payment(s) must be made within 30 days after the contract is entered into.

If, during the period of validity of the surety bond, the guarantor bank/insurance company is *downgraded*, within 60 days of FERROVIENORD's request, the Railway Undertaking shall replace the guarantor bank/insurance company with an entity that meets the requirements of FERROVIENORD.

The surety bond shall have a maturity of not less than 180 (one hundred and eighty) calendar days following the expiration of the contract. The guarantee shall be drawn up in accordance with the format indicated by FERROVIENORD and authenticated in accordance with the law. The surety must:

- be "by simple request";
- provide for payment to be made within a maximum period of 30 days from receipt of the written request;
- contain the express waiver to enjoy the benefit of the prior enforcement of the liable party, as an exception to art. 1944 of the Civil Code;
- contain the express waiver of the guarantor to object to the expiration of the terms referred to in art. 1957 of the Civil Code.

If FERROVIENORD uses the above surety, even partially, the railway undertaking shall restore/reintegrate the surety by submitting the relevant documentation to FERROVIENORD within 30 (thirty) calendar days from the date of forfeiture.

Upon expiry of 180 (one hundred and eighty) calendar days from the date of expiry of the Track Access Agreement, FERROVIENORD shall return the original of the guarantee referred to in this paragraph, provided that at the time of termination of the Agreement there are no unresolved disputes or controversies or

FERROVIENORD's claims or damages.

2.3.2.5 INSURANCE (Update September 2022)

For the purposes of performing the Track Access Agreement, with reference to the insurance coverage, FERROVIENORD declares that it has the following insurance coverage in place and undertakes to maintain its effectiveness or other equivalent coverage for the entire term of the Track Access Agreement:

- **Third-party liability**, covering all the activities carried out by the IM and any related damages suffered by the RUs, their customers and third parties: a maximum of € 120 million per claim and per year.

The Railway Undertaking undertakes to stipulate, at its own care and expense, and undertakes to keep it operational, with the minimum characteristics indicated, for the entire period of validity of the Track Access Agreement, the

insurance policy below:

- third-party liability, to cover damages suffered by FERROVIENORD, by other Railway Undertakings, by their customers and by third parties: maximum limit of € 100 million per claim and per year.

Allowable sub-limits:

- indirect damages € 10/ million;
- damage to third parties from fire € 2 million;
- accidental pollution € 2.5/ million. As regards the RUs whose Safety Certificate allows the transport of dangerous goods and/or chemical substances, the sub-limit shall not be less than € 7.5 million.

The requirements (rating) of the insurance companies shall be published on the FERROVIENORD website in a dedicated area. The policy must be suitable for covering the risks associated with all types of transport covered by the Single Safety Certificate held by the Railway Undertaking, regardless of the goods actually transported, as well as for all activities carried out by the Railway Undertaking on the national railway infrastructure and at FERROVIENORD facilities.

The insurance policy to be activated by Railway Undertakings using FERROVIENORD's infrastructure shall:

1. provide for a commitment by the Insurance Company to notify FERROVIENORD, by means of a registered letter with return receipt, of any and all circumstances that may invalidate the validity of the guarantees, in particular, failure to pay the premium and/or failure to renew the expiry date;
2. where the RU already has one or more insurance policies in place, for a maximum amount equal to the minimum requirements specified in this article, instead of the full insurance policy, it shall be possible to accept an appendix/statement issued by the Insurer, declaring that
 - the coverage is also operative for the activities covered by the contract;
 - be aware of this article;
 - the policy conditions fully comply with the minimum conditions specified in the Track Access Agreement and the NS.

The list of exclusions and sub-limits provided for in the policy shall also be attached to the declaration; these documents shall be countersigned by the RU;

3. be in Italian; any policy or other documentation issued in a different language must be entirely translated by the Insurance Company or must bear a correspondence/acceptance stamp by the issuing Company if translated by other parties. In any case of dispute/controversy, the Italian text shall prevail;
4. refer to international agreements and conventions (e.g. CIV, RIV, AIM, EC Regulation no. 1371/2007) and the access conditions applicable to the FERROVIENORD network;

5. foresee the obligation of the policyholder to update the insurer on any changes in international regulations/conventions; failure/inexact communication on the part of the policyholder shall not result in forfeiture of the right to compensation of the injured party;
6. in the event of exhaustion of at least 60% of the general limit of liability during the term of the policy, provide for reinstatement within 5 calendar days of the request by the Insurer;
7. provide for a territorial extension of at least the entire Italian territory; in the case of the RUs whose Single Safety Certificate provides for the possibility of accessing network connection stations, the validity of the policy shall also be extended to the sections of line operated by the IM in foreign territory, up to the aforementioned stations;
8. provide for the express waiver by the Insurance Company of the right of subrogation referred to in article 1916 of the Italian Civil Code towards the persons for whom the parties (FERROVIENORD and any RU involved in an accident) are liable under the law, except in the case of fraudulent intent;
9. provide that the Insurance Company undertakes to activate its policies upon simple presentation of the request for compensation by customers or third parties, even before liability is ascertained. This shall be without prejudice to any recourse against the liable company.

For the purposes of third party liability insurance cover, the RU shall be entitled to:

- to sign and produce individually an insurance policy for the entire amount of the requested ceiling (€ 100 million)

or alternatively:

- to distribute the quota for the maximum amount requested (€ 100 million) over several layers, with the possibility of distributing proportionally among the policies the quota envisaged for the allowed sub-limits. The RU may also submit one or more group policies, underwritten with other RUs.

Civil Liability towards Third Parties for contracts of use of the Railway Infrastructure only in the stations connecting Networks

- The above policy may have a limit of liability reduced to € 20 million per claim and per year. On the other hand, it will have to include the same clauses referred to in points 1), 2), 3), 4), 5) and 7) above; the clause referred to in point 8) is optional; the territorial extension referred to in point 6) will have to include the territorial scope defined in each specific contract.

2.3.2.6 RU OBLIGATIONS UPON TERMINATION OF THE CONTRACT

Upon termination of the Track Access Agreement, due to expiry of the final term or in the event of early termination, the Railway Undertaking shall comply with FERROVIENORD's instructions regarding the clearance and removal of vehicles and any other instrumental or accessory operation.

In the event the Railway Undertaking fails to comply with these provisions, FERROVIENORD shall be authorised to carry out any appropriate activities for the purpose of clearing and removing the RU's vehicles, charging the costs incurred to the latter.

2.3.2.7 SERVICE LIMITATIONS IN CASES OF ARREARS

In the event of failure to pay an amount equal to at least 10% of the value of the current Access Agreement, unless the receivable is backed by a guarantee or a repayment plan guaranteed by a surety, FERROVIENORD

shall send a formal notice of default assigning a deadline of no less than 10 calendar days. In the event of non-payment by the above deadline, FERROVIENORD shall not proceed with the examination and issue of any paths requested under operation 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 shall apply.

2.3.2.8 TERMINATION OF CONTRACT (Update December 2021)

Without prejudice to the general provisions of the Italian Civil Code on contract termination, the Contract is considered terminated by law pursuant to and for the purposes of art. 1456 of the Italian Civil Code in the following cases:

- violation of any of the provisions of anti-mafia law;
- non-payment of an amount equal to at least 20% of the value of the Access Agreement in force, unless the claim is backed by a guarantee or a repayment plan secured by surety;
- failure to establish or reconstitute/adjust the "Guarantee" referred to in the specific paragraph;
- refusal or non-submission of the policies, refusal to adjust the limits to the minimum limits indicated, or the established lack of the obligatory coverages foreseen for the Insurance;
- serious violations that have affected the smooth operation of the railway;
- breach of obligations to clear infrastructure;
- violation of the prohibition of assignment of the Contract or transfer of the paths in any other form;
- revocation of the licence or the Single Security Certificate, as well as, when required by current regulations, the entitlement document;
- modification of the licence or of the Single Security Certificate, as well as of the entitlement document (when required), such as not to allow the performance of the transport activities for which the Contract has been stipulated. In the event these changes are such as to enable the RU to use only some of the allocated paths, the termination shall concern only the part of the contract affected by the measure;
- any other hypothesis of termination provided for in the Track Access Agreement.

In the aforementioned cases, termination of the Contract shall take place by law following notice from FERROVIENORD to be sent by letter with return receipt or by certified e-mail. In all cases of termination of the Agreement for reasons attributable to the RU, the latter shall pay FERROVIENORD, as compensation for the contractual default, an amount equal to the amount of the track access charges that it would have had to pay to FERROVIENORD until the natural expiry of the agreement. To this end, FERROVIENORD shall acquire the amount of the guarantee provided, without prejudice to the right to compensation for greater damages.

2.3.2.9 SUSPENSION OF CONTRACT EFFECTIVENESS (Update June 2019)

Should the licence and/or the Single Safety Certificate be suspended, the effectiveness of the Access Agreement shall be automatically suspended, with the consequent suspension by the Railway Undertaking of its obligation to pay the agreed consideration.

However, if the suspension of the licence and/or the Single Safety Certificate is attributable to the Railway Undertaking, the latter shall pay the amount specified in Chapter 4 in the event of notice of cancellation of up to 5 days of the track access charge and commensurate with the type of network concerned, for each path not used during the suspension period.

If, however, the suspension of the licence and/or the Single Safety Certificate is followed by its revocation, the Contract shall be understood to be terminated from the date of revocation, with application of the provisions specified in the preceding paragraph for cases of termination for reasons attributable to the Railway Undertaking.

2.4 OBLIGATIONS OF FERROVIENORD AND RUs IN THE CONTRACT EXECUTION STAGE (Update September 2020)

The main mutual obligations of FERROVIENORD and the Railway Undertakings are summarised in this paragraph and subsequently specified in the Track Access Agreement.

2.4.1 COMMON OBLIGATIONS (Update March 2019)

For the proper execution of the Track Access Agreement, the parties shall cooperate by exchanging any information and taking any necessary or useful initiative to favour the regularity of traffic.

The official language to be used for any communication or exchange of information shall be the Italian language; in this respect, the Railway Undertaking guarantees that its staff has full knowledge of such language so as to ensure, both in normal operating conditions and in the event of disruptions, full compliance with the written and/or oral safety provisions, as well as the exchange of any information.

The parties undertake to keep confidential towards third parties any data, information, documents and studies they may become aware of in connection with the performance of the Track Access Agreement, except for the cases expressly provided for by the regulations in force. Each party considers as strictly confidential all documents, drawings and other commercial or technical data received from the other or known in relation to the execution of the Contract and undertakes to use them only for the purposes established.

The information related to each contract shall be disclosed only to the contracting Railway Undertaking; the Railway Undertakings shall assume the burden and responsibility for any disclosure to third parties.

The exchange of information aimed at the proper performance of contracts relating to the use of the infrastructure shall also take place with non-RU applicants, in whose interest these contracts are performed.

2.4.2 FERROVIENORD'S OBLIGATIONS (Update June 2021)

FERROVIENORD is obliged to:

- make available to the Railway Undertakings, within the terms and according to the procedures provided for by the provisions in force and by this document, the Railway Infrastructure, in compliance with the principles of non-discrimination, transparency and fairness, with a view to guaranteeing an efficient management of the network, as well as to achieving the best use of the relevant capacity;
- ensure that the Railway Infrastructure made available to the Railway Undertakings, under normal operating conditions, is accessible and functional as well as qualitatively suitable, in its entirety, for the orderly, safe and punctual circulation of trains;

In the event of a deterioration in the functionality of the Railway Infrastructure, FERROVIENORD shall agree with the Railway Undertakings concerned on the operating measures required to allocate the residual capacity;

- make available to the Railway Undertaking the technical and safety regulations for which it is responsible, notifying any amendments and/or additions thereto at least thirty calendar days before their entry into force;
- ensure maintenance, including the cleaning of the public areas of the passenger stations, with reference to the indicators and quality standards established in accordance with the FN / LR Service Contract;
- provide the public/travellers with equal and homogeneous evidence of the trains of all the RUs and their relative timetables, using similar communication and visual methods (logos and lettering) both to indicate the trains and to inform about the train timetables of the various RUs. The same shall be done for station announcements, signs and station monitors. The information obligations towards users are understood to be in accordance with the provisions of Regulation (EC) 1371/2007 of the European Parliament and of the Council and those of ART Resolution no. 106/2018;
- comply with the provisions and prescriptions issued by ASNFISA and ART;
- have a Safety Management System, in accordance with the provisions in force on the subject.

2.4.3 RAILWAY UNDERTAKING OBLIGATIONS (Updated June 2019)

The RU is obliged to:

- comply with the provisions and regulations issued by FERROVIENORD, ANSFISA and ART;
- provide services on FERROVIENORD's Railway Infrastructure in compliance with the regulatory framework in force and the Single Safety Certificate issued by ANSFISA;
- use approved and registered towing and hauled rolling stock to operate the service;
- use said rolling stock in accordance with the methods of use indicated by the manufacturer and any limitations/prescriptions specified in the technical approval, the destination profile of the rolling stock, and in accordance with the provisions and procedures issued by the RU and submitted to ANSFISA within the registration process;
- have a Safety Management System in place, in accordance with the provisions in force on the subject;
- operate in compliance with safety standards and regulations as well as with the provisions and prescriptions defined by current legislation;
- provide the transport services with trailing and hauled rolling stock corresponding to the types and characteristics specified in the Single Safety Certificate and complying with the operating and safety regulations adopted by the IM, in relation to both the type of transport services provided and the characteristics of the Railway Infrastructure used. In any case, it is understood that only rolling stock for which the authorisations provided for by the provisions in force have been issued may be put into circulation;
- assume full and exclusive responsibility for the rolling stock used, towards customers and institutions, even if FERROVIENORD has authorised its circulation on the Railway Infrastructure;
- guarantee that the personnel used by the company for driving, accompanying, checking and preparing trains have the physical requirements and professional qualifications required by the provisions in force, in order to ensure the knowledge of and full compliance with the traffic and safety regulations applied by FERROVIENORD, both in normal operating conditions and in abnormal situations;

- submit the train path application in accordance with the technical characteristics of the infrastructure as specified in the NS;
- maintain unchanged, during the execution of the Access Agreement, the characteristics of the licence and of the Single Security Certificate on the basis of which it is authorised to carry out the transport for which the Agreement has been entered into;
- notify FERROVIENORD without delay and suspend, if the conditions are met, even on its own initiative, the transport activity in the event of suspension, revocation or modification of the licence or entitlement document;
- notify FERROVIENORD without delay of all events and circumstances that may affect the situation ascertained through the issue of the Single Safety Certificate, and suspend the transport activity, if applicable, even on its own initiative;
- comply with all the instructions issued by FERROVIENORD at the time of train departure and during the journey;
- provide all information useful for the correct and timely application of the contract under operation management;
- use the path as specified in the contracted daily programme, respecting the technical characteristics of the design of the path itself, such as
 - ✓ locomotive type or blocked unit for passenger service;
 - ✓ type of material towed with indication of speed, vehicle rank, type of braking;
 - ✓ towed mass;
 - ✓ axial weight;
 - ✓ percentage of braked mass;
 - ✓ length of train;
- assume sole responsibility for the custody, damage/loss, breakdown, theft or removal of the rolling stock, or equipment owned by the RU, or the goods transported by the RU, parked/stored on FERROVIENORD facilities;
- allow, at no cost to FERROVIENORD, access to the driver's cab of its rolling stock by the IM staff responsible for the scheduled and extraordinary checks on the infrastructure's maintenance status;
- carry out, in agreement with FERROVIENORD, joint practical train rescue exercises.

If, at the RU's request, a train is scheduled to stop in excess of the maximum length of the station platform, the RU shall be obliged, at its own care, expense and responsibility, to ensure the safety conditions of the transport, the customers and, if necessary, the infrastructure, restricting the boarding/alighting of passengers solely to the carriages contained within the platform. The composition of the train must in any case comply with the technical characteristics of the facility.

2.4.4 INFORMATION GIVEN BY RUs BEFORE AND DURING MOVEMENT (Update June 2020)

The Railway Undertaking shall notify FERROVIENORD of all information relating to the scheduled train paths, as required by current legislation:

- composition of freight trains (including gauge and axle weight information);
- the composition of passenger trains and their orientation;
- variations to the planned circulation and service delivery schedule;
- any degradation to the rolling stock, including any overcrowding conditions which

result in excessive stopping times at passenger service stops or reductions in speed;

- the possible presence of dangerous goods transported by the train, specifying in the latter case all the data for the correct identification of the goods transported according to the coding of the RID regulations, the serial number of the wagons involved with the dangerous goods, the position in the train of the above mentioned wagons;
- the communication of the above information must be made in writing to the responsible parties identified by the specific Framework Agreements or Track Access Agreements.

Any changes to the programme and their economic consequences shall be charged to the RU as specified below.

2.4.5 INFORMATION GIVEN BY FERROVIENORD BEFORE AND DURING MOVEMENT (Update June 2021)

FERROVIENORD is obliged to:

- provide, in the event of abnormal situations, information concerning the state of the Railway Infrastructure and the traffic situation both at the departure of the trains from the facility/station and during the journey, as well as, where permitted by the available instruments, the position of the trains themselves. FERROVIENORD shall comply with the requirements specified in Annex VII to Directive 2012/34/EU, as amended by Commission Delegated Decision (EU) 2017/2075;
- provide, **for the timetable period following the timetable in force**, a list of the main maintenance or enhancement works entailing major capacity reductions for extended periods of time (closure of lines, single-track operation on double-track lines, unavailability of stations inhibiting functions of connections, crossings and headways, systematic night-time line closures, any maintenance periods valid for the duration of the timetable). Reductions will be taken into account when designing the Timetable consistent with the level of consolidation of activities. FERROVIENORD may publish and incorporate any other capacity limitation that is known and established with reasonable certainty at the time of publication of the NS. The capacity reductions shall be indicated with reference to the section and the period of execution of the works, with a reference in principle to the effects on capacity (possibility of route restrictions, diversions, modification of timetables, non-release of paths, etc.), the details of which shall be known with the delivery of the final timetable. The Railway Undertaking shall also be informed of any alternative routes for the purposes of the train path requests;
- communicate for the **timetable in force** all the scheduling of work they determine during the year limitations on the use of traffic tracks, access to facilities with industrial services for Railway Undertakings and variations to the scheduled commercial offer. The list shall be made available and reviewed during the year when updates are planned;
- in the case of works falling **for the timetable period following the timetable in force**, which have not been previously anticipated due to their urgent nature or for reasons outside FERROVIENORD's control, they shall be scheduled over a period of no less than 6 months. When determining the exact period, the requests of the Railway Undertakings shall be taken into account, compatibly with FERROVIENORD's needs;
- notify to the Railway Undertakings holding the Track Access Agreement for the **timetable in force** and for all the works on the basis of the services scheduled at that time, and with respect to the date of commencement of the unavailability of the infrastructure concerned, the operating schedule with
 - tracks affected by the work;

- start and end date of work;
- operating restrictions arising from the works;
- longer journey times that can be expected;
- cancellation of train paths and alternative train paths available.

The deadlines for the above communications include:

- a 90-day advance for passenger trains;
- a 60-day advance for freight trains;
- an advance of 10 days for diversions that require the issue of a new path with an extension of the journey time within 15 minutes (e.g. diversions within the nodes) or without changes to the commercial stops (origin, intermediate and destination).
- provide the Railway Undertakings, as far in advance as possible of the date of commencement of works, with the above information in the event the need to carry out works arises from a fortuitous event, or force majeure, requiring immediate and non-postponable action to restore normal capacity and as a result of which a change to the contracted paths is necessary;
- in the event of urgent works on the infrastructure, the IM may make the infrastructure temporarily unavailable, giving the RUs at least 7 working days notice thereof;
- inform the Railway Undertakings of any deterioration of the Railway Infrastructure that may lead to a reduction in the capacity of the lines or facilities or which, in general, may cause a slowdown in train movements;
- publish in the draft NS of year X+2 due on 30 June of year X the list of works with a duration of 7 consecutive days or more that have an impact on at least 30% of the traffic scheduled (on that line for the period of the works) for the purpose of the design of the working timetable in compliance with Delegated Decision (EU) 2017/2075;
- notify the Railway Undertakings, in accordance with the provisions specified between FERROVIENORD and the Lombardy Region, in special lists formally attached to the Track Access Agreement, of the scheduled paths affected by any measures required to carry out scheduled works on the infrastructures involving interruption, reduction in capacity or restriction of traffic. For the purpose of managing the scheduled punctual interruptions for infrastructure enhancement and maintenance works, having regard to the RU and IM Service Agreements with the Lombardy Region, the parties shall set up a monthly technical table for the current 90 (ninety) day planning of the works interfering with the rail service and the monthly planning for the details of what has already been planned. The RU undertakes to provide for the most timely and appropriate communications to the regional tables for the planning of the best replacement service and the due communications to customers. The above-mentioned works, which are shared with the RU and the Lombardy Region, are punctually publicised by means of publication on FERROVIENORD's corporate website.

2.4.6 ECONOMIC CONSEQUENCES IN CASE OF FAILURE TO MEET THE INFORMATION/RESPONSIBILITY OBLIGATIONS OF FERROVIENORD (Update June 2019)

The Railway Undertaking is entitled to reject the changes to the original programme indicated by FERROVIENORD in accordance with para. 2.4.5, alternatively requesting the total or partial cancellation of the train paths concerned, without this giving rise to economic consequences between the parties.

In the event of a strike by FERROVIENORD staff or the staff of companies providing services required to ensure the use of the Railway Infrastructure, any changes made to the daily schedule shall not entail financial consequences. In the event of works on the infrastructure resulting from the Railway Undertaking's responsibility, without prejudice to the information obligation referred to in the previous paragraph, the economic consequences shall be borne by the Railway Undertaking.

FERROVIENORD shall be liable to pay a penalty equal to 30% of the charge for all or part of the train path, depending on whether the cancellation is total or partial, in the following cases:

- a) if FERROVIENORD fails to comply with the information obligations specified in the previous paragraph, and if the execution of the related works involves the cancellation of train paths;
- b) in all other cases where FERROVIENORD is found to be responsible for the partial or total cancellation of one or more contracted paths.

If, in cases a) and b), FERROVIENORD informs the Railway Undertaking of the total or partial cancellation of the train paths less than 4 days before the train's departure time, the penalty to be paid by FERROVIENORD shall be 60% of the charge for the whole or part of the train path.

In the event of extraordinary maintenance of the network (including making it safe for the resumption of railway operations) following landslides and/or other natural disasters, without prejudice to FERROVIENORD's reporting obligations, FERROVIENORD shall not be required to pay any penalty.

2.4.7 INFORMATION AND COOPERATION WITH FERROVIENORD (Update December 2021)

The Railway Undertaking is required to exchange information with FERROVIENORD, and where necessary, to provide the utmost cooperation in order to implement the initiatives necessary for the correct performance of the service and to control the risks associated with the service provided. Such initiatives must be justified and promptly notified to ANSFISA.

In application of article 4 of Regulation (EU) no. 1078/2012 of the Commission of 16 November 2012, relating to a common safety monitoring method to be applied by Railway Undertakings holding a Single Safety Certificate, by Infrastructure Managers holding a safety authorisation and by Entities in charge of Maintenance, in order to allow other railway operators to adopt within their SMS the necessary corrective actions, in the event of a risk to railway operations safety not adequately mitigated according to the previously established objectives, the Railway Undertaking and FERROVIENORD undertake to:

- identify, within the scope of its SMS, any suitable mitigation measures to ensure the continuous achievement of the railway system's safety performance;
- communicate to the other railway operators involved and interested, in a clear and exhaustive way, the relevant information among which at least (the description of the hazard that is the source of the risk not adequately mitigated, the cause of the hazard and its effect, the residual value of the risk assessed as not acceptable, the acceptance criterion used for such assessment, the mitigation(s) already implemented);

FERROVIENORD's contact for the performance of the above activities is the SQA unit. The contact person for the Railway Undertaking is its Legal Representative/Chief Executive Officer or its Safety Management System Manager, qualified by ANSFISA and communicated to the Network Access and Safety Service, which takes care of updating their addresses within the scope of issuing the operating provisions and prescriptions concerning the interface relations with the Railway Undertakings.

2.4.8 RAILWAY SAFETY DATABASE (DBSE)

FERROVIENORD has set up a Railway Safety Database, guaranteeing each Railway Undertaking access to it, limited to the data for which it is responsible.

In order to ensure that the DBSE Railway Safety Database is fed in on time, and thus allow the processing of safety performance indicators, each Railway Undertaking shall promptly report to FERROVIENORD any anomalous event that has or could have affected the safety of train circulation or railway operations.

2.4.9 STRIKE (Update December 2020)

If a strike is called by the Railway Undertaking's staff or the staff of companies providing services required to provide the transport service, the Railway Undertaking shall promptly inform FERROVIENORD of the proclamation, duration, rescheduling and/or cancellation of the strike, and shall subsequently inform FERROVIENORD of the train schedule it is able to provide. Said notifications must be provided in compliance with current sector regulations, in accordance with the methods and times provided for therein, as well as in application of specific interpretative/operative resolutions issued by the Commission for the Guarantee of the implementation of strikes in essential public services. In respect of public information aspects, the Railway Undertaking must:

- communicate customer service contacts;
- ensuring, in agreement with FERROVIENORD, that specific information tools are prepared (audio announcements in stations, websites and radio stations, press releases, etc.).

Announcements to users are made in accordance with the provisions of Regulation (EC) 1371/2007 and those of the Authority's Resolution no. 106/2018, including the accessibility requirements of persons with reduced mobility.

Specific information posters produced by the Railway Undertaking, in agreement with FERROVIENORD, shall be displayed at the facilities concerned within the timeframe required to provide correct information to customers.

In the event of a strike by FERROVIENORD staff or the staff of companies providing services required to ensure the use of the Railway Infrastructure, FERROVIENORD shall inform the Railway Undertakings of the duration of the possible abstention from work and the expected unavailability of the lines. Said notifications must be provided in compliance with current sector regulations, in accordance with the methods and times provided for therein, as well as in application of specific interpretative/operative resolutions issued by the Commission for the Guarantee of the implementation of strikes in essential public services. In the event of a strike by the IM/RU staff, any changes made by the parties to the daily schedule, including the services connected thereto, shall not entail any penalties or other sums due for any reason whatsoever.

2.5 RULES OF OPERATION

2.5.1 PROCEDURES FOR COORDINATION OF RAIL OPERATION (Update December 2018)

FERROVIENORD is operationally responsible for the operation of the Railway Infrastructure through the management and control of traffic, on the basis of the allocated train paths, the special train paths that are subsequently available or their variations.

Each Railway Undertaking is fully responsible for the organisation of the transport services, which is carried out also through the co-ordination of the use of rolling stock and staff resources.

In order to carry out its railway operations coordination functions, FERROVIENORD uses its own decision-making centres, where the people in charge of coordinating and regulating traffic and supervising the maintenance of the infrastructure are located.

Traffic control and coordination figures control and manage:

- running of trains;
- traffic and operating abnormalities;
- track or line breaks for work carried out during operation;
- the restoration of the lines' capacity in relation to the possible encumbrance of the passing tracks for shelved trains;
- the authorisation to change the characteristics of trains, if they are incompatible with the allocated train paths;
- the authorisation of very short-term train operations, with the allocation of the relevant train paths.

Railway Undertakings must identify contact persons, to be interfaced with FERROVIENORD, to ensure that trains are in operation for the entire duration of the journey:

- the shifts and turns of the equipment, including any shunting operations in preparation for the sheltering/positioning of the train;
- the assignment and distribution of train crews;
- requests for changes to train characteristics, if they are incompatible with the allocated train paths;
- requests to run and prepare trains at very short notice;
- the request for a change to the facility service schedule.

The interface with FERROVIENORD's coordination figures may be ensured by means of full delegation to other Railway Undertakings. FERROVIENORD shall ensure that trains run safely and in compliance with the timetables agreed upon with the Railway Undertaking.

FERROVIENORD monitors the movement of trains and any traffic abnormalities that occur and makes the results available to the Railway Undertakings.

2.5.2 MANAGEMENT RULES (Update December 2021)

The purpose of traffic regulation activities is to ensure compliance with the scheduled paths during train movements and to reduce the effects of deviations of the train paths circulated from the scheduled paths,

minimising interference between different trains in compliance with the thresholds set for the individual market segments of interest.

The market segments and traffic basins are governed by the Network Statement and are:

- Trains included in the Service Contract in force between the Lombardy Region and FERROVIENORD, of the Regional Railway Service,
 - S (Suburban Service)
 - R (Regional Service)
 - Airports
- Trains for extra Regional Railway Service and Freight
 - Tourist travellers
 - Ordinary travellers
 - Freight

Punctuality targets are defined in the Access Agreements entered into by FERROVIENORD with the individual Railway Undertakings.

Punctuality targets take into account the average of the last three years of traffic divided by type of weekly day (weekdays, Saturdays, holidays) and season ("summer semester" from April to September, and "winter semester" from October to March), setting punctuality targets for passenger trains at 5' for each time slot according to the number of trains circulating in the time slot in the reference traffic basin, with the ultimate aim of minimizing overall delays.

Below are the railway operation coordination criteria and an in-depth analysis of the punctuality and regularity criteria applied by FERROVIENORD.

Railway Operations Coordination

FERROVIENORD carries out the operational traffic management of the Railway Infrastructure operation, based on the allocated train paths, special train paths and their variations, in compliance with the applicable regulations, company rules and operating provisions.

The Railway Undertaking is fully responsible for the organisation of the transport services, which is implemented also through the coordination of the checks on the technical conditions and the use of the rolling stock and the crew of the train.

In order to carry out the functions of coordinating railway operations, FERROVIENORD uses the CENTRAL CIRCULATION MANAGEMENT POSTS (PCM) where the traffic coordination figures operate. The coordination figures also supervise the conditions of the Infrastructure by means of the CENTRAL POSTS operating on the Remote Control systems of the TE lines (PCIE) and of the Network abnormalities (PCIF).

Traffic coordinators monitor and supervise:

- traffic and operating abnormalities;
- track or line breaks for work carried out during operation;
- running of trains;
- the performance of the trains decided under operation management with the allocation of the relevant train paths.

In the event of a significant abnormality that leads to a reduction in available capacity, the main objective is to minimise disruption to traffic for the market segments involved according to their respective criteria and redistribute the maximum remaining capacity to the Railway Undertakings.

Punctuality and Regularity of the Railway Service

For the purpose of constantly monitoring the regularity of traffic, FERROVIENORD and the Railway Undertaking holding the Access Agreement shall refer to KPI values for the overall indices, assessed in the previous annual period and indicated in the annex to the Access Agreement.

The FERROVIENORD network punctuality calculation, broken down by route and month, is calculated as follows.

The main KPIs monitored are:

- **the real punctuality (or without exclusions)**, which is the ratio between the number of trains arriving at destination within the threshold and the total number of trains circulating (indicating with N_p the number of trains arriving at destination within threshold and with N_c the number of trains circulating, real punctuality is equal to $N_p/N_c \cdot 100$);
- **the FERROVIENORD punctuality**, which is the ratio between the number of trains arriving at their destination (within the threshold or out of threshold) excluding those arriving at their destination beyond the threshold for reasons attributable to the Infrastructure Manager and the total number of trains circulating (indicating with N_{FN} the number of trains arriving at their destination beyond the threshold for reasons attributable to FERROVIENORD and with N_c the number of trains circulating, the FERROVIENORD punctuality is equal to $(N_c - N_{FN}) / N_c \cdot 100$);

The punctuality thresholds with reference to the market segments:

- Regional Railway Service trains Ip_5 (5 minutes punctuality);
- Extra Regional Railway Service trains Ip_5 (5 minutes punctuality);
- Freight Trains Ip_30 (30 minutes punctuality);

The calculation of punctuality takes into account the delay of the arrival of the train at the last station (it does not take into account the effect of cancellations).

The number of trains running per time slot are expressed with details on:

- time slot;
- type of day (weekday, Saturday, holiday);
- period (winter, summer).

The parties will also consider additional intermediate process KPIs:

- Punctual departure of the first trains of the day and rush-hour time slot.
- Compliance with train paths.
- Other parameters in addition to or instead of those above.

The final Ip_5 indicator value for the last completed working timetable, 2019-2020, was 83,4%. FERROVIENORD expects to achieve an Ip_5 indicator target of 87% by 2022, consistent with the 2018-2022 corporate business plan, which targets a target of 87% at the end of the period considered.

The value for FERROVIENORD's performance in terms of punctuality is similar to the $IP5$ indicator but its numerator is the sum of the number of trains arriving at their destination with a delay of 5 minutes or less and the number of trains arriving with a longer delay, but for reasons not attributable to the IM. The final value was 99% for the latest service hours available, that is, for 2019-2020. FERROVIENORD expects to achieve a target of 95% for punctuality by the year 2022.

In addition, FERROVIENORD measures the actual punctuality of incoming trains. The %OS indicator (0-5) referred to in measure 7 of ART Resolution no. 16/2018 of 8 February 2018. This information shall be sent to the RUs and AEs concerned by the 15th of the reference month.

2.5.3 DISRUPTED TRAFFIC MANAGEMENT (Update December 2020)

In the event of events affecting the regularity of traffic, whatever their origin, FERROVIENORD shall apply the technical and operating regulations in force in a fair, transparent and non-discriminatory manner, taking all necessary and appropriate initiatives to restore normal and regular traffic conditions as quickly as possible. For the management of possible traffic conflicts, FERROVIENORD, in compliance with the above-mentioned purposes, shall adopt measures to ensure that delays to the trains concerned are kept to a minimum.

The consequent measures concerning the modification of train paths, total and partial cancellations and diversions shall be verbally proposed by the FERROVIENORD contact person to the Railway Undertaking contact person, who, in real time, or within thirty minutes at the most in particularly complex cases, shall be required to communicate his acceptance or formulate alternative proposals. If no agreement is reached, the FERROVIENORD contact person may order the cancellation of the paths affected by the disruption. In relation to the causes of disruption, FERROVIENORD and the Railway Undertaking shall provide each other with all information and elements in their possession that are necessary or useful for preventing, containing or overcoming the disruption, and shall inform their customers accordingly. If the forecasted disruption lasts longer than four solar days, FERROVIENORD, in agreement with the Railway Undertaking, shall draw up plans for the changes to be made to the allocated paths during the timetable period. In this respect, the Railway Undertaking shall undertake the relevant information obligations towards the stakeholders, and in particular towards the Lombardy Region and the Applicant that holds a Framework Agreement relating to the capacity relating to the services concerned. If no agreement is reached, FERROVIENORD may still cancel the paths affected by the disruption.

In addition, in the event of a disruption, FERROVIENORD shall provide the Railway Undertaking with forecasts for the duration of the disruption, the restoration of traffic and any restrictions upon restoration.

Announcements to users shall be made in accordance with the provisions of Regulation (EC) 1371/2007 and those of the Authority's Resolution no. 106/2018.

In the event of disruptions caused by problems on the national railway network, the FERROVIENORD contact person shall promptly obtain from RFI all useful information on the line involved, the paths affected by the event, the recovery forecasts, and any repercussions on the contracted daily schedule.

With regard to abnormalities in the event of snow/ice emergencies, a procedure is specified in the individual Track Access Agreements entered into with the various Railway Undertakings.

a) Criteria for routing trains

The Railway Undertaking shall be required to use the train paths in accordance with the schedule specified in the Track Access Agreement and in compliance with the technical design characteristics of the train path. In the event of particular weather conditions (heavy snowfall, whirlwinds, fires, river flooding, other natural disasters, including volcanic eruptions and earthquakes), FERROVIENORD shall promptly establish the traffic rules that Railway Undertakings shall comply with. Deviations and/or speed restrictions may be envisaged, notifying the Railway Undertakings involved.

Before putting a train into service, the Railway Undertaking must inform FERROVIENORD of any discrepancies in relation to the technical specifications, particularly with regard to any speed performance degradation.

In relation to the possible containment of delays of trains with reduced speed, FERROVIENORD shall propose to the Railway Undertaking concerned the adoption of useful traffic measures. The Railway Undertaking may accept or reject FERROVIENORD's proposal. Failure to accept FERROVIENORD's proposal and/or failure to agree on alternative proposals by the Railway Undertaking shall not give rise to financial consequences.

b) Operational rules for the use of residual capacity in the event of traffic disruption

In the event of disruptions leading to the loss of the scheduled train path on the lines covered by these Provisions, whatever the origin, FERROVIENORD shall take the necessary traffic measures to limit the propagation of the effects induced, applying the following rules in a fair, transparent and non-discriminatory manner:

1. in the event of an abnormality affecting the running of one direction of traffic, the regularity of trains running on the track of the opposite direction shall normally be safeguarded. The trains of the flow affected by the abnormality will be forwarded on the track of the scheduled route when it can still be used. If the track is completely unavailable (overhead line abnormality, train stop, etc.), or if FERROVIENORD deems it convenient to limit delays, the trains in the flow affected by the abnormality shall be routed on the section of line not affected by the disruption. The circulation of these trains will be compatible with that of the other services already scheduled on the line, minimising delays as far as possible and, in any case, safeguarding commuter traffic in the 6-9 and 17-20 hour bands.

In relation to the actual running of the trains, the above rule may be waived if the number of trains in the flow affected by the abnormality is greater than the number of trains in the opposite direction:

2. when one or both tracks of the lines covered by this paragraph are expected to be unavailable for more than 90 minutes, FERROVIENORD, in order to guarantee the maximum regularity of traffic, shall inform the Railway Undertakings of the maximum capacity on the section of line that can be used for any redefinition of the offer, taking into account the succession of trains running on the lines at the time of the unavailability;
3. if deemed convenient, in order to allow for the timely adoption of the aforementioned measures and the prior provision of information to customers, FERROVIENORD and the Railway Undertakings may jointly define the criteria and procedures for rescheduling services to be incorporated into specific plans.

2.5.4 INFRASTRUCTURE CLEARANCE (Update December 2020)

2.5.4.1 Clearance of infrastructure using rescue locomotives and/or back-up equipment (Update March 2021)

In cases where it is necessary to clear the infrastructure of rolling stock, FERROVIENORD assumes the central role of managing and coordinating activities and resources, with the aim of minimising the downtime of each train involved in the event and restoring normal use of the infrastructure as soon as possible. In relation to the above, FERROVIENORD shall establish the appropriate method for clearing the infrastructure, based on the actual availability of back-up/rescue vehicles and the context arising from the event. In order to ensure that the infrastructure is cleared, the Railway Undertaking must provide, throughout the period during which its trains run, back-up locomotives or trains as specified in greater detail:

- a) the Railway Undertaking must have diesel or electric back-up locomotives with performance characteristics appropriate to the purpose. The back-up locomotives shall also be deployed in the facilities defined with FERROVIENORD when allocating the train paths and according to the operating schedule. The number of back-up locomotives requested by FERROVIENORD from Railway Undertakings shall be related to the extent of the routes operated and the number of train paths allocated;
- b) the availability of back-up locomotives/vehicles may also be guaranteed in consortium with other

RUs, in order to optimise costs and ensure greater efficiency in the infrastructure clearance procedures.

Before entering into the Track Access Agreement, the Railway Undertaking shall provide FERROVIENORD with adequate documentation indicating

1. the location and type of back-up locomotives/convoys, diesel and electric (see Annex on the PIRWeb portal)
2. the names of its contact persons whom FERROVIENORD must contact in the event of clearance requirements.

The above, following FERROVIENORD's verification and authorisation, shall be specified in a specific annex to the Track Access Agreement.

In order to clear the infrastructure, FERROVIENORD shall request the intervention of the vehicles available to the Railway Undertaking that caused the obstruction. FERROVIENORD may also request the intervention of any vehicles in circulation of the Railway Undertaking that caused the event or of other Railway Undertakings when the use of such vehicles is deemed more suitable and effective for the purpose. FERROVIENORD may not, in any case, request the use of locomotives of trains carrying dangerous goods.

The Railway Undertaking which is not involved in the cause of the obstruction, but which FERROVIENORD requests to intervene, is in any case obliged to use the means at its disposal to clear the infrastructure, when the Railway Undertaking which caused the event fails to comply with the clearing order issued by FERROVIENORD.

In the event of unjustified refusal to comply with the clearing order by the Railway Undertaking not involved in the obstruction, the provisions of Chapter 2.5.5.2 shall apply.

The location of the rescue locomotives can be found in the annex "Rescue Locomotives" on the PIRWeb.

2.5.4.2 Clearance of the infrastructure by means of rescue wagons, crane wagons owned by the RU, by means of road cranes or other suitable means of private companies or other parties (Updated June 2021)

If a train is unable to run and it is necessary to use equipped vehicles (crane wagons, rescue wagons or other suitable means), FERROVIENORD shall assume the central role of managing and coordinating activities and resources. With the aim of minimising the downtime of each train involved in the event, and to restore normal use of the infrastructure as soon as possible, FERROVIENORD shall establish the most suitable methods and times for clearing the infrastructure, based on the context of the event and the actual availability of equipped rescue vehicles.

Railway Undertakings with equipped rescue vehicles shall provide FERROVIENORD with a document indicating the type of vehicles and the facilities where they are located, prior to signing the Track Access Agreement.

FERROVIENORD may request the intervention of third parties in the event of operational problems requiring the use of equipped rescue vehicles, if the Railway Undertaking that caused the obstruction does not have equipped rescue vehicles. The intervention of third parties may be required if the rescue vehicles of the same are unavailable due to technical characteristics or position and do not effectively guarantee the clearing of the infrastructure or the timely restoration of regular circulation.

The Railway Undertaking which is not involved in the cause of the obstruction, but which FERROVIENORD requests to intervene, is obliged to make every effort to clear the infrastructure with the equipped rescue vehicles at its disposal. FERROVIENORD and the Railway Undertaking shall agree on the intervention methods

and times.

In the event of intervention by third parties, the Railway Undertaking responsible for the event shall be required to pay all the charges connected with the intervention itself or, if applicable, the charges provided for in the Access Agreement, under the section for clearing the infrastructure.

The location of rescue wagons, crane wagons, road cranes and other rescue equipment can be found in the annex "Rescue wagons, crane wagons, road cranes and other rescue equipment" on the PIRWeb.

2.5.5 Operational methods and timing of clearing activities using back-up locomotives/convoys (Update September 2022)

If a train is stopped on the line, for events that imply the need to clear the Railway Infrastructure, the Railway Undertaking shall follow the current clearing procedures specified in the FERROVIENORD regulatory framework.

Rescue request

The RU shall be obliged to:

- notify the FERROVIENORD TM/DCO of next station the "rescue notice" at the time of the stop on the line in order to activate the operational measures prior to the implementation of the rescue. In any case, the Central Post shall manage the following trains according to the procedures described in paragraph 2.5.4.1 letters a) and b), in relation to the prevalence of flows. The train driver must issue an immediate verbal distress notice to the TM of the station where the train has stopped or, if the train has stopped on the line, to the TM of the next station, providing all the necessary information.
- formally request the rescue locomotive within 10 minutes of the train stopping and give confirmation of the "request for rescue" within 10 minutes' of the rescue notice communicated, with the obligation to communicate to the FERROVIENORD TM/DCO of next station all the information necessary to guide the rescue, including
 - train number, train type, reason of failure, train stop location;
 - the efficiency status of the On-board Subsystem (SSB);
 - the efficiency status of the services provided on board;
 - the number of passengers on board the train and any emergency situations for them (need for transfer, presence of people with health problems, lack of air conditioning, etc.).

The procedure for the distress call shall be in accordance with the regulations in force:

- the person in charge of train traffic issues the distress notice to the TM/DCO of the next station;
- the TM/DCO communicates to the PCM. The person in charge of the train confirms the request for help after 10 minutes. The TM/DCO gives confirmation of the request for help to the PCM;

How to carry out the rescue

In the absence of a request for transshipment from the Railway Undertaking concerned, the circulation of the trains on the section shall take place in the manner described in the paragraph 2.5.3, in relation to the prevalence of the flows.

Transshipment arrangements

In the event of a request for transshipment from the Railway Undertaking, the movement shall take place by routing the trains concerned on the line not interrupted or on another agreed track. In order to enable the

IM to take fair, transparent and non-discriminatory measures, minimising the unavailability of the line, the Railway Undertaking concerned - taking into account the actual traffic situation and the intervention times - shall carry out the transshipment according to the following methods, in order of priority:

- following train;
- sending spare material.

2.5.5.1 Operating procedures and timing of clearing activities with the use of equipped rescue vehicles

If a train is stopped on the line due to a blocking fault that requires clearance by equipped rescue vehicles, the train traffic operator in charge must immediately inform FERROVIENORD TM/DCO operators. The person in charge of train traffic staff shall also provide FERROVIENORD staff with all available information on the faulty train number and the type of material, the type of blocking breakdown that has occurred, the efficiency of the services provided on board the train, and emergency situations for passengers on board the train.

The traffic operator (TM/DCO) must communicate the clearance notice to FERROVIENORD's accredited traffic contact person (PCM), who will establish, based on the traffic situation, the most suitable methods for any rescue aimed at clearing the material.

FERROVIENORD shall facilitate the circulation of the vehicle, giving it adequate priority, or shall postpone the intervention of the rescue wagon, taking into account the repercussions on train circulation due to both the incident itself and the recovery operations. If the rescue wagon closest to the intervention site is busy, FERROVIENORD shall order the intervention of another rescue wagon, if available. When the use of a crane wagon is necessary to clear the infrastructure, the Railway Undertaking owning the crane wagon, upon receipt of the request for intervention, shall guarantee the departure of the wagon as soon as possible.

2.5.5.2 Consequences of failure to comply with obligations to clear infrastructure using rescue locomotives, back-up equipment or equipped rescue vehicles (Update June 2020)

The failure to provide the IM with back-up locomotives/vehicles and/or equipped rescue vehicles, or the RU's unjustified refusal to comply with the clearing order issued by the IM, shall constitute a breach of the Track Access Agreement. The occurrence of such events on at least two occasions constitutes a material breach of contract. In the event of a serious breach of contract, as indicated above, the IM shall provide a detailed report to the ART and may declare the Track Access Agreement terminated.

2.5.6 ACCIDENT/INCIDENT INVESTIGATION (Update September 2022)

In the event of operating incidents, each party shall be bound to take any initiative and provide any cooperation, within the scope of its own competences, to limit the consequences of the incident and facilitate rescue operations, the clearing of the Railway Infrastructure and the restoration of normal traffic. The assessment of the events is carried out by the agents of the various FERROVIENORD Organisational Structures in the area, as well as by the agents of the Railway Undertakings. Officers are obliged to immediately report

to the PCM for the Milan Branch, or to the DCO for the Iseo Branch all events such as: collisions, derailments, events at level crossings, vehicle escapes, fires and explosions, leak of dangerous goods, wheel or axle breakages, damaged rails, signalling system malfunctions, undue overriding, unauthorised train movements, any other suspicious event, regardless of their possible consequences.

Occurrences that have or might have affected the safety of railway operations may require an investigation or specific analysis and investigations to be carried out to identify the causes, with the aim of gaining experience from the event to be disseminated to the staff concerned. Depending on the severity of the event, investigations and analyses may be carried out:

- exclusively internal to FERROVIENORD;
- with the participation of the Railway Undertakings involved in the event;
- with the participation also of other external parties (e.g. Contractors, parties responsible for vehicle maintenance, owners of railway vehicles, etc.);
- joint investigations with other Infrastructure Managers (events occurring in stations common to two networks or in the case of events affecting both railways).

FERROVIENORD shall send ANSFISA all the information required by the current regulatory framework. FERROVIENORD shall also send the Directorate General for Railway and Maritime Investigations of the Ministry of sustainable infrastructures and mobility all the information required by the provision Prot. no. 1450/2015/DIGIFEMA.

DIGIFEMA investigations

On the FERROVIENORD Milan and Iseo network, the investigative body of the Ministry of sustainable infrastructures and mobility, DIGIFEMA, may carry out investigations when it deems it necessary, aimed at promptly acquiring useful elements to identify the causes of the incident. In relation to the above, FERROVIENORD and the Railway Undertakings shall provide the utmost cooperation to the staff appointed by DIGIFEMA to carry out the investigations, guaranteeing access to the facilities, rolling stock, documentation, equipment and databases.

Reporting, disclosure and investigation obligations of FERROVIENORD and the Railway Undertakings (Update September 2022)

As soon as FERROVIENORD receives the information relating to the events and occurrences indicated in paragraph 2.5.6 above from its own agents and/or the RU's agents, after confirming the correctness and completeness of the information received, it shall promptly inform the relevant parties through the PCM (Milan Branch) and the DCO (Iseo Branch).

Immediately, Within 3 hours from the occurrence of the event, the on-call Manager sends the "First Information Report" by e-mail to the appropriate recipients, including DIGIFEMA.

Within 72 hours of the event occurring, FERROVIENORD shall send the "Information Report" by email to the relevant recipients, including ANSFISA. Following the events, and in compliance with the legal obligations set forth, FERROVIENORD, in the person of the Network Access and Security Manager, shall officially open the investigation and appoint the appointed commission. In order to carry out its investigations, the commission of inquiry may have access to all documents of interest in order to establish the dynamics and responsibilities of the events. The commission of inquiry shall be entitled to question the staff of FERROVIENORD, the RU and any Third Parties that may be involved. At the end of its activities, the commission shall forward the "Report of Investigation" to the managers of FERROVIENORD, the Lombardy Region, the Railway Undertaking

involved and any other external entities interested and entitled to access the data.

2.6 EXCEPTIONAL TRANSPORTS

If a Railway Undertaking meets the requirements, it may submit a request to FERROVIENORD for authorisation to carry out exceptional transport. To this end, FERROVIENORD shall issue a forwarding authorisation. The authorisation shall indicate a period of validity, and shall relate to the execution of transport on an authorised route. Once the authorisation has been issued, the Railway Undertaking shall pay FERROVIENORD the relevant fees.

2.7 TRANSPORT OF DANGEROUS GOODS (Update December 2019)

The Railway Undertaking, in possession of the necessary requirements, provided that this is indicated in the Single Safety Certificate and if it has submitted a request in compliance with the provisions of paragraph 4.7 below, may carry out services intended for the transport of dangerous goods as defined by the Regulations for the International Transport of Dangerous Goods by Rail (RID).

For this purpose, the Railway Undertaking is responsible for the transport to destination, as well as for compliance with the relevant laws, regulations, provisions and prescriptions in force.

FERROVIENORD shall also comply with the scheduling and traceability criteria specified in paragraph 4.7 for path management under operation management.

2.8 ROLLING STOCK ACCEPTANCE PROCESS (Update September 2022)

Before a Railway Undertaking uses a vehicle in the area of use specified in its authorisation to place it on the market (Art. 23 Legislative Decree no. 57/2019) it verifies that:

- a) the vehicle has been authorised for placing on the market;
- b) the vehicle is compatible with the section, on the basis of the register of infrastructure or, where no such register exists or is incomplete, any relevant information to be provided free of charge by the infrastructure manager;
- c) the vehicle is appropriately integrated into the composition of the train in which it is intended to operate, taking account of the safety management system referred to in the Railway Safety Act.

2.9 STAFF ACCEPTANCE PROCESS (Update December 2018)

Railway Undertakings must employ staff with security duties who are qualified in the manner required by law.

2.10 MANAGEMENT OF STATIONS/NETWORK CONNECTION LINES

(Update

December 2020)

The relations between FERROVIENORD and RFI, as Manager of the national contact infrastructure, are governed by a specific agreement, the general part of which is specified in a special annex on the PIRWeb.

3. CHAPTER 3 INFRASTRUCTURE CHARACTERISTICS

3.1 INTRODUCTION (Update June 2021)

The chapter describes the main characteristics of the lines and systems that make up the Regional Railway Infrastructure managed by FERROVIENORD. The purpose is to provide the Railway Undertaking with the necessary elements to enable it to plan its offer and request the relevant train paths and related services. The physical data in all annexes to this chapter are for informational purposes with respect to the timetable from 11 December 2022 to 09 December 2023.

For more detailed information please refer to:

FERROVIENORD S.p.A.
Network Safety and Access Service
Infrastructure Access and Services
Via Diaz, 11 - 21047 SARONNO
www.ferrovienord.it

3.2 NETWORK EXTENSION (Update September 2022)

FERROVIENORD is the Regional Rail Infrastructure Manager for the Lombardy Region, consisting of the railway lines belonging to the "Milan Branch" and the "Iseo Branch".

For the Milan branch:

- Milano Cadorna - Milano Bovisa Politecnico (interconnection with two lines of the RFI network).
- Milano Bovisa Politecnico (interconnection with two lines of the RFI network) - Saronno.
- Saronno - Varese Nord - Laveno Mombello Lago (connection with RFI station).
- Saronno - Como Lago.
- Seregno (RFI interconnection station) – Saronno;
- Saronno - Busto Arsizio Nord - Novara Nord (interconnection with RFI network);
- Busto Arsizio Nord - Malpensa Airport Terminal 2;
- Milano Bovisa Politecnico (interconnection with one line of the RFI network) – Seveso;
- Seveso - Merone (interconnection with RFI network) – Asso;
- Seveso - Camnago – Lentate;
- Malnate Olona - Valmorea - Swiss State Border (line with historical value only);

For the Iseo branch:

- Brescia – Bornato - Calino - Iseo – Edolo;
- Rovato FN (connection with RFI station) - Bornato Calino;

The main characteristics of the above-mentioned sections, lines and network facilities are indicated in the annexes on the PIRWeb portal.

3.3 STATIONS/LOCATIONS CONNECTING WITH EXTERNAL NETWORKS (Update September 2022)

The stations/boundary locations between the FERROVIENORD infrastructure and the national network managed by RFI are:

- Milano Bovisa Politecnico;
- Laveno Mombello Lago;
- Castellanza;
- Novara Nord;
- Merone;
- Seregno;
- Rovato FN.

FERROVIENORD's infrastructure is also connected to the national railway network through interconnections, the main characteristics of which are specified in the annex "Interconnections with the Italian railway network" available on the PIRWeb portal.

3.4 NETWORK DESCRIPTION (Update September 2022)

The structure of the FERROVIENORD network is characterised by a subdivision into elementary sections that develop between ends, Network Facilities or service locations and stations. What follows is reported in detail in the annexes and tables on the PIRWeb.

3.5 GEOGRAPHICAL DATA (Update June 2020)

Information on the lines that are part of the Regional Railway Infrastructure, concerning:

- number of tracks;
- distance between stations;
- position of service locations;
- name of the facilities;

can be deduced from the tables and maps on the PIRWeb portal, which identify the characteristics of the line.

3.5.1 DETAIL OF GEOGRAPHICAL DATA

3.5.1.1 TYPE OF TRACK (Update June 2020)

In the annexes on the PIRWeb portal, information is available on the length of the sections, divided by type of track (single track/double track).

3.5.1.2 GAUGE (Update December 2018)

The gauge of the lines of the Regional railway infrastructure is 1435 mm.

3.5.1.3 STATIONS (Update June 2020)

The names of the facilities and the distance between the stations can be found in the annexes, which are available on the PIRWeb portal; the names and geographical positions of the stations connecting to other IMs are indicated in the preceding paragraph 3.3.

3.5.2 CHARACTERISTICS OF THE LINES (Update June 2020)

The characteristics of FERROVIENORD's lines for the Milan Branch and Iseo Branch can be deduced from the annexes on the PIRWeb portal.

3.5.2.1 LOADING GAUGE (Update June 2020)

The coding of the lines can be found in the PIRWeb portal. In the case of out-of-gauge transport (TES), reference should be made to paragraph 2.6.

3.5.2.2 AXIAL MASS LIMITS (Update June 2020)

With regard to the axle mass category, the annexes on the PIRWeb portal define the characteristics of the lines, highlighting the axle weight limits. The presence of any further special restrictions, in the event of loads exceeding the permitted load limit, shall be notified to the RU during the scheduling phase of the services concerned.

3.5.2.3 LINE SLOPE (Update June 2020)

The maximum slope of the lines, understood as % uphill and downhill, is available in the annexes on the PIRWeb portal.

3.5.2.4 LINE SPEED (Update June 2020)

The line speed ranks are given in the annexes on the PIRWeb portal.

3.5.2.5 MAXIMUM TRAIN LENGTH (Update June 2020)

The line module represents the maximum usable length of passenger and freight trains that can run on it (locomotive(s) plus towed equipment). It is specified in the annexes on the PIRWeb portal.

3.5.2.6 FEEDING SYSTEMS (Update June 2021)

The Traction System is:

- Direct current electric traction at 3000 V Milan Branch;
- Diesel traction line Iseo Branch.

3.5.3 SECURITY AND COMMUNICATION SYSTEMS (Update June 2020)

3.5.3.1 SIGNALLING SYSTEMS (Update June 2020)

The technological equipment of the lines, including the possible repetition of signals to the traction unit, can be found in the annexes on the PIRWeb portal.

3.5.3.2 CIRCULATION CONTROL SYSTEMS (Update September 2022)

The traffic regime and operating systems in use on FERROVIENORD lines are specified in the annexes on the PIRWeb portal.

The tables refer to the different circulation regimes by abbreviations:

- **BA** Automatic Electric Block.
- **B.ca.** Electric Axle Counter Block.
- **Imperative Electrical Consent**

3.5.3.3 COMMUNICATION SYSTEMS (Update December 2018)

FERROVIENORD has a ground-to-train communication system. The ground-to-train communication system relies on GSM mobile phone services for communication between the Railway Undertakings' train crews and the FERROVIENORD traffic management structures. The mobile phone signal coverage of FERROVIENORD's rail network is ensured by the mobile phone operator holding the current contract with FERROVIENORD. As

part of their contracts with their mobile phone operators, Railway Undertakings shall ensure a service that guarantees similar coverage on the FERROVIENORD network, or that guarantees roaming with the mobile phone operator used by FERROVIENORD.

3.5.3.4 SPEED CONTROL SYSTEMS (Update September 2022)

The operating systems in use are listed in the annexes on the PIRWeb portal with reference to the abbreviations:

- **DL** Local Control;
- **DCO**. Multiple station agent

The equipment of FERROVIENORD's Railway Infrastructure lines with the Train Control System (SCMT) or with the Driver Support System (SSC) can be found in the tables on the PIRWeb portal. For the functional characteristics of the system, please refer to the dedicated access section of FERROVIENORD's website.

3.6 TRAFFIC RESTRICTIONS

3.6.1 DEDICATED LINES (Update December 2018)

All the lines of the Milan Branch and identified in the annexes to this chapter are dedicated to passenger transport and may be dedicated to freight transport. Any limitations, adapted or specialised lines for passenger services, adapted or specialised lines for freight services will be communicated to the Railway Undertakings, if necessary, at the time of the service scheduling request.

3.6.2 ENVIRONMENTAL RESTRICTIONS

In the event that pollution of the railway area (or of the service area platforms) is detected and the responsibility of the Railway Undertaking is ascertained (e.g. due to the leakage of oil, grease and/or diesel fuel from railway vehicles held by the Railway Undertaking), the latter shall be obliged to provide (either directly by collaborating with FERROVIENORD or indirectly by bearing the costs) to

- carry out any necessary investigations;
- inform the competent authorities;
- cleaning up the polluted area by restoring the conditions preceding the pollution using the technique least disruptive to the regularity of railway operations and not prejudicial to safety.

For the purposes of carrying out wastewater recovery activities from parked rolling stock, in relation to environmental constraints/obligations, the following are some recommendations:

- all waste recovery tanks installed in the facilities must be marked with the CER code of the liquid waste they contain;
- all areas with the presence of wastewater recovery tanks must be fenced off and equipped with high visibility signs to inhibit accidental ramming by people/vehicles;

- when discharging wastewater from parked rolling stock, which requires gravity discharge, place a suitable collection tank to prevent accidental spillage;
- compliance with waste management legislation must be ensured;
- the tightness of the tanks and their valves must be ensured in order to prevent the escape of malodorous gases;
- the battery charging points of the effluent recovery trolleys must be located on secondary containment basins in order to avoid accidental battery spillage. Away from storm drains, with spill kits specifically for battery acids.

3.6.3 DANGEROUS GOODS (Update September 2020)

The circulation of trains carrying dangerous goods and the facilities suitable for their terminal operations, are specified in the technical annexes on the PIRWeb portal. On the FERROVIENORD network, the transport of goods of the hazard classes identified by the RID is allowed, with the exclusion of goods belonging to classes 1 (explosive materials and objects), 6.2 (infectious materials) and 7 (radioactive materials). For the purposes of transporting the different types of hazardous goods allowed on the FERROVIENORD network, the Railway Undertaking shall comply with the rules imposed by the interface procedures specified in the FERROVIENORD regulatory framework and with the provisions of Chapters 2.7 and 4.7 of this document

3.6.4 TUNNEL RESTRICTION (Update September 2020)

Concerning traffic restrictions in tunnels see paragraph 3.5.2.1.

3.6.5 RESTRICTION ON BRIDGES/STRUCTURES

If necessary, FERROVIENORD shall issue special instructions for any traffic restrictions on the bridges/structures of the Railway Infrastructure.

3.6.6 OTHER RESTRICTIONS

The Railway Undertaking shall notify the maximum power that can be absorbed by the rolling stock so that FERROVIENORD Infrastructure can check its compatibility with the maximum power that can be supplied by the electrical substations.

3.6.7 FURTHER LIMITATIONS

Any further limitations may be declared by FERROVIENORD in specific technical regulatory documentation and made available to the Railway Undertakings concerned.

3.6.8 OPERATING TIMETABLE (Update June 2021)

The period of normal closure of the lines and facilities is specified in the service contract between FERROVIENORD and the Lombardy Region. Any requests and consequent allocation of train paths in the above-mentioned periods shall entail for the Railway Undertaking the economic burden corresponding to the cost of extending the period. During the period of closure, it is not possible to carry out shunting, crossing and precedence operations. The closure hours of the facilities are identified in chapter 15 of lines booklet that is available for consultation on the web site of FERROVIENORD

3.7 SERVICE FACILITIES (Update June 2020)

For the different types of services within the annexes to this chapter, the facilities are indicated where available.

3.7.1 PASSENGER STATIONS (Update June 2020)

Information on the stations and freight facilities of the Regional Railway Infrastructure under concession to FERROVIENORD and relating to:

- name;
- geographical location;

are shown in the tables and maps on the PIRWeb portal. The different types of facility shown in the annexes use the following symbols for classification and services:

- **S** Station;
- **F** Stop;
- **V** Travellers;
- **C** Wagonload.

The additional information in the annexes concerning: facilities, tracks, access to services, is as follows:

- loading platform;
- revolving platform;
- weighbridge;
- limit gauge;
- supplier;
- circulation tracks;
- sidewalk length;
- track shelters;
- level crossings;
- underpasses;
- fixed stairs;
- escalators;

- elevators;
- commercial activities to customers;
- locations used for the recovery of waste water from trains.

3.7.2 FREIGHT TERMINALS (Update June 2020)

The facilities with the characteristic function of facility suitable for the handling and transfer of goods between different modes of transport with functional areas for loading and unloading of goods are listed in the annexes on the PIRWeb portal.

3.7.3 FUEL REFUELLING (Update June 2020)

The areas used for refuelling are indicated in the annexes present on the PIRWeb portal to this Statement.

3.7.4 AREAS, FACILITIES AND BUILDINGS INTENDED FOR THE PARKING, SHELTER AND STORAGE OF ROLLING STOCK AND GOODS (Update June 2019)

FERROVIENORD offers parking services on the secondary tracks of its own infrastructure, as well as on the circulation tracks, compatibly with the requirements of timetable design and regulatory constraints.

3.7.5 WASHING FACILITIES AND INSPECTION PITS (Update June 2020)

The locations used for washing activities and equipped with inspection pits are listed in the annexes on the PIRWeb portal.

3.7.6 TRAIN TOILET DISCHARGE FACILITIES (Update June 2020)

The locations used for washing and waste water discharge activities are listed in the annexes on the PIRWeb portal.

3.7.7 WATER SUPPLY (Update June 2020)

The areas used for water supply are shown in the annexes on the PIRWeb portal.

3.7.8 PREHEATING/AIR CONDITIONING (Update December 2018)

FERROVIENORD ensures the supply of electrical traction energy for pre-heating/air conditioning purposes in the overnight stabling of rolling stock with a timetable prior to the scheduled departure of the first train.

3.7.9 ACCESSIBILITY FOR PEOPLE WITH REDUCED MOBILITY (PRM) (Update March 2021)

The means by which the accessibility (independent or assisted) to the railway service for PRM is ensured at each location is indicated on the PIRWeb portal, in the annex "Characteristics of lines and facilities", where it is indicated whether each facility belongs to the scope of application of the TSI PMR 2008 or of the TSI PMR 2014, as well as the presence of lifts, escalators, level crossings, fixed stairs, etc., that allow access to the tracks at the different locations.

3.8 FACILITIES NOT OPERATED BY FERROVIENORD (Update June 2021)

Pursuant to Article 31, paragraph 10, of Directive 2012/34/EU and Article 5, paragraph 2, of European Regulation 2177/2017, facility operators shall make the description of the service facility available free of charge:

- a) by publishing it on its own web portal (or common internet portal) and providing the IM with a link to be published in the relevant section of the PIRWeb portal;
- b) providing the IM with the relevant information (in pdf format), which shall be published in the relevant section of the PIRWeb portal.

Pursuant to the provisions of measure 6.2 of Resolution ART no. 130/2019, attached A, the operators of the service facilities shall be required to provide the information relating to the facility itself-using the common RNE template made available by the IM within the annexes present on the PIRWeb portal.

Pursuant to Measure 6, section 1 of ART Resolution no. 130/2019, attached A, service facility operators must also make the service facility description available via the European Rail Facilities Portal (address: <https://railfacilitiesportal.eu/>).

The information referred to in sections a) and b) above must be sent to ferrovienord@legalmail.it no later than 1 October each year. If the operator needs further updates of the document referred to in b) above, the relevant information must be sent (in pdf format) to the IM at least 3 months before their adoption.

3.9 INFRASTRUCTURE DEVELOPMENT (Update March 2021)

The measures that, during the period of validity of this document, shall produce an increase in infrastructure capacity and/or transport capacity or a reduction in capacity are indicated by FERROVIENORD on the PIRWeb portal in the annexes entitled "Capacity restrictions and infrastructure upgrading" and "Planned investments to reduce disrupted traffic". The interventions shown in the tables are broken down by the line/section concerned, with an indication of the date of activation of the intervention in the case of infrastructure enhancement works and the date/period of unavailability in the case of capacity reduction. FERROVIENORD

participates in and promotes discussion and listening forums with the Lombardy Region to assess improvements, efficiency gains and infrastructure developments. Any proposals put forward in the context of the technical tables are supported by a documentary analysis of the actual advantages of the interventions, the economic viability (costs/benefits) and the qualitative improvement of the infrastructure concerned.

3.9.1 INVESTMENTS TO REDUCE DISRUPTED TRAFFIC (Update December 2020)

FERROVIENORD, in order to reduce cases of disrupted traffic at the main junctions and on the sections, draws up possible scheduled investment plans, which are published in a special annex on the PIRWeb portal. The criteria used to identify investments include:

- ✓ regularity of traffic on the basis of the commercial value of the line, in relation to the improvement of the quality of service and the possibilities of traffic regulation in the event of traffic disruption;
- ✓ current and planned level of traffic, based on available capacity;
- ✓ level of system and line technologies;
- ✓ number of speed levels on the line;
- ✓ interference.

3.10 NETWORK USE (Updated December 2018)

When simulating the working timetable, FERROVIENORD identifies the degree of use of the infrastructure and the list of lines and facilities with limited capacity, assessing the traffic volumes by section and time slot for typical traffic days. The limited capacity sections are those sections of infrastructure for which the daily traffic volume is equal to or greater than the threshold value, relative to the specific section.

3.10.1 DEGREE OF USE OF THE INFRASTRUCTURE: LIMITED CAPACITY INFRASTRUCTURE SECTIONS (Updated June 2021)

The method used to perform the capacity analysis of the FERROVIENORD network and its "Degree of Use" is the Compaction Method, defined by the UIC in Fiches 406 "La capacité", applied to the operating model (Ref. Timetable 2019-2020); considering the passenger train paths in the maximum load period and the technical characteristics of the line that determine the minimum spacing between successive trains.

The UIC defines the following "Degree of Use" limit values:

U < 75% in case of heterotachic traffic

U < 85% in case of homotachic traffic

With reference to the definition of Infrastructure with limited capacity, i.e. sections of the Infrastructure that are characterised by a degree of use close to congestion, FERROVIENORD's limited capacity lines are those with a degree of use higher than the degree of use recommended by the UIC Fiche, as shown in the table below.

Table: "Degrees of infrastructure use":

Line	Regime Circulation	Hourly theoretical capacity	Maximum Hourly Load		Limited capacity threshold per hour	Daily Load		Daily commercial capacity	Homotachic Line
		trains/h	trains/h	%	%	trains/day	%	trains/day	
Milan - Saronno Direct	BA	15	12	80%	85%	168	62%	271	X
Milan - Saronno Local	BA	15	5	27%	85%	70	26%	271	X
Saronno - Busto	BA	12	6	50%	75%	94	57%	164	
Busto - Malpensa	BA	12	5	42%	75%	79	49%	162	
Busto A. - Turbigo	BA B.ca.	7	2	29%	75%	19	19%	103	
Turbigo - Novara	B.ca.	7	2	29%	85%	19	19%	103	X
Saronno - Malnate	BA	12	3	25%	75%	41	28%	145	
Malnate - Laveno	BA	5	2	40%	75%	21	32%	66	
Saronno - Camerlata	BA B.ca.	12	3	25%	75%	35	25%	142	
Camerlata - Como Lago	BA	7	5	71%	85%	35	39%	89	X
Milano - Seveso	BA	12	6	50%	75%	90	57%	158	
Seveso - Camnago	Imperative Electrical Consent	7	4	57%	85%	35	35%	99	X
Seveso - Asso	B.ca	6	4	67%	75%	24	28%	86	
Saronno - Groane	BA	12	2	17%	75%	34	24%	141	
Groane - Seregno	B.ca.	6	4	67%	85%	34	38%	88	X

Note:

The sections for which the daily load is equal to or greater than the corresponding threshold values shown in the above table are defined as having a limited capacity or as being congested. In this case, the economic consequences provided for in paragraph 4.6 shall apply. If the hourly or daily restricted capacity threshold is reached, the IM shall conduct an analysis aimed at the precise assessment of the commercial capacity, the given transportation plan and develop proposals for optimising the use of the capacity. If the congestion threshold is reached, even in a single time slot, the IM shall declare the section concerned as congested.

3.10.2 CAPACITY LIMITATIONS AND INFRASTRUCTURE ENHANCEMENT (Updated December 2020)

In compliance with the provisions of Article 35 of Legislative Decree 112/2015 and Article 3 of Annex V of Legislative Decree 112/2015, the list of works is specified in a specific annex present on the PIRWeb.

4. CHAPTER 4 CAPACITY ALLOCATION

4.1 INTRODUCTION

The definition of the regulatory framework for access to the infrastructure and the principles and procedures for the allocation of capacity shall be subject to adjustment in accordance with any subsequent measures that the Transport Regulatory Authority may deem appropriate. Any additions/modifications that FERROVIENORD may make during the period of validity shall be communicated using methods similar to those used to prepare this document.

4.2 PROCESS DESCRIPTION (Updated September 2020)

The infrastructure capacity allocation process shall be open to all eligible parties: Railway Undertakings or natural or legal persons (other than RUs), belonging to one of the categories referred to in article 3, paragraph 1, letter cc) of Legislative Decree no. 112/15 pursuant to applicable law, hereinafter referred to as "Applicants".

FERROVIENORD shall be responsible for dealing with and defining the integrated capacity of the line and of the facilities forming part of the infrastructure under its concession.

The capacity of the infrastructure may be requested and allocated for a period longer than one working timetable period by entering into a specific Framework Agreement. The Framework Agreement aims to meet the commercial needs of the applicants, not specifying the details of the requested train paths. Infrastructure capacity in terms of train paths may be requested and allocated, either for the next working timetable period after the current one, or for the current timetable period. The allocation of the paths is carried out by signing the Track Access Agreement. Infrastructure capacity, in terms of train paths, may also be requested and allocated under "operation management", for the current timetable period and only for the type of service indicated in the Contract, to Applicants who have already entered into an Track Access Agreement with FERROVIENORD.

FERROVIENORD, on an annual basis and in accordance with the agreements reached on the date of activation of the new working timetable, shall publish the plan setting out the expiry dates for each of the phases into which the train path allocation process is divided, with reference to the date of activation of the working timetable and the dates of any intermediate adjustments. Applicants shall submit their applications to the facilities indicated by FERROVIENORD within the deadlines and according to the procedures established and made public by FERROVIENORD, for applications relating to the timetable period after the current or current timetable period and under operation management, the order of mutual priority that it intends to give to the applications submitted and the commercial and production specifications relating to the set of train paths requested. The Applicants shall indicate the specifications of the commercial services and the rolling stock roster related to the set of paths applied for. Where the train path application also relates to exceptional

transport services, the Applicant shall submit it in accordance with the specifications. If the train path application also relates to the transport of dangerous goods, the Applicant shall submit it in accordance with the provisions specified in this document (NS) at paragraphs 4.4.5.2 and 4.7

FERROVIENORD shall be responsible for processing and defining requests for integrated capacity on the line and at the terminals owned by FERROVIENORD. In the event of incomplete applications or applications that do not comply with the established terms and conditions, FERROVIENORD shall formally notify the Applicants within 10 working days from the date of receipt of the allocation request for the next timetable period, and from the date of submission for train path applications during the timetable period. Applicants are entitled to supplement their application within 10 working days of FERROVIENORD's communication, under penalty of forfeiture.

When track requests involve one or more stations/network connections, Applicants must provide a detailed description of the functional activities. After examining the applications, FERROVIENORD shall allocate the train paths, applying the principles governing the allocation priorities, and shall then notify the Applicants concerned of the acceptance or reasoned rejection of the application. In the event of incomplete requests or requests that do not comply with the established terms and conditions, FERROVIENORD shall formally notify the Railway Undertaking 10 working days from the date of the start of the allocation or submission process. Applicants are required to complete the application under penalty of forfeiture. The right of use of the train paths shall take the form of a Track Access Agreement. It is FERROVIENORD's responsibility to avoid the occurrence of information asymmetries between Applicants, in order to guarantee fairness and non-discrimination throughout the process. All requests for capacity, changes and additions must be communicated to FERROVIENORD at the following certified email address: ferrovienord@legaimail.it.

4.3 DEADLINES FOR REQUESTS FOR PATHS AND SERVICES (Update June 2020)

With reference to the deadlines for path and service applications, the procedures are specified in the following paragraphs. Applicants for infrastructure capacity to operate a new passenger transport service shall be obliged to inform the IM and the Regulatory Authority, with respect to such new service, at least 18 months before the entry into force of the working timetable to which the capacity request relates.

4.3.1 DEADLINES FOR REQUESTING CAPACITY FOR THE PURPOSE OF THE FRAMEWORK AGREEMENT (Update June 2020)

Capacity requests for the purpose of entering into the Framework Agreement for a new service shall be submitted to FERROVIENORD no later than 15 months prior to the start of the first useful working timetable. Requests for framework capacity received after the deadline indicated, will be processed within the subsequent framework capacity allocation process.

Following the signing of the Framework Agreement, the capacity object of the Framework Agreement shall be guaranteed starting from the first useful working timetable, i.e. the one that shall be activated at least 9 months after the date of signing of the Framework Agreement. The above is necessary in order to enable the applicant Railway Undertaking or other applicant to apply for the train paths corresponding to the capacity under the Framework Agreement, in accordance with the submission deadlines.

4.3.2 DEADLINES FOR REQUESTING PATHS FOR THE NEXT TIMETABLE AFTER THE CURRENT ONE (Update September 2022)

Applicants may apply to FERROVIENORD for train paths for the next timetable period after the current one, at least 8 months before the scheduled date of operation of the first train concerned, in respect of applications for new paths consistent with the existing Railway Infrastructure and its development plans. However, requests are processed according to a different procedure depending on whether the request is received before or after the date marking the start of the allocation process.

The requested train paths, before the date marking the start of the allocation process, shall be processed with the following timing, referred to the date of activation of the timetable:

- FERROVIENORD shall decide on the requests within 2 months of the start date of the allocation process. Reasons must be given for the rejection of the request;
- within 3 months from the start date of the allocation process, FERROVIENORD shall prepare a draft timetable, after consulting the parties concerned, and shall grant the Railway Undertaking a deadline of 1 month to submit any comments, which shall be assessed for the purpose of allocating the train paths. If no comments are received, the draft timetable shall be deemed to be accepted.

Late path requests submitted after the start date of the allocation process will be processed as follows:

- train path applications submitted by the Railway Undertaking after the start date of the allocation process and up to 2 months before the day of activation of the timetable, shall be processed after the conclusion of the examination of the applications received on time;
- train path applications submitted less than 2 months after the day of activation of the timetable will be processed after the activation of the timetable, in the same way as applications submitted during the timetable period.

The infrastructure manager can reschedule an assigned railway path should this be necessary to reconcile as far as possible all the requests for paths. This must be approved by the applicant to whom the path was assigned.

FERROVIENORD shall inform the companies of the progress of the timetable design 60 days after the Railway Undertakings have submitted comments, if any, on the draft timetable submitted within 3 months before the start of the allocation process, limited to the train paths:

- not subject to comments on the draft timetable;
- subject to comments within the deadline set for comments on the draft timetable.

Acceptance of the final draft timetable, which shall be notified to Applicants within 23 calendar days from the date of activation of the new working timetable, shall entail the obligation for Applicants to sign the Access Agreement. The signing of the Track Access Agreement constitutes the formal deed of allocation of the train paths.

DEADLINES FOR TIMETABLE SCHEDULING effective 11 December 2022 TO 09 December 2023 (NS 2023)

11 April 2022		11 June 2022		4 July 2022		4 August 2022		4 September 2022		30 September 2022		14 November 2022		11 December 2022
Deadline for receipt of application for train paths	»	Resolution on requests (any rejection must be motivated)	»»»	Developing and communicating the draft timetable	»»»	Deadline for the RU to submit any comments	»»»	Deadline for application for services	»»»	The IM shall terminate the coordination procedure	»»»	Preparation of the final draft timetable	»»»	ACTIVATION OF WORKING TIMETABLE

4.3.3 DEADLINES FOR REQUESTING PATHS FOR INTERMEDIATE ADJUSTMENT (Update September 2022)

The allocation of train paths during any intermediate adjustments to the current timetable shall be based on the following deadlines:

- the deadline for applying for train paths shall be at least 4 months in advance of the intermediate adjustment date.
- FERROVIENORD shall provide a response to the aforementioned requests within 30 calendar days of the request, stating whether or not it accepts the request, and if not, indicating possible alternatives.
- Within 30 days from the deadline for requesting train paths, FERROVIENORD, after consulting the stakeholders, shall prepare a draft timetable, granting the Railway Undertakings a period of 15 calendar days to submit any comments, to be assessed for the purpose of allocating the specific infrastructure capacity;
- In the event of any comments by the RUs, the IM shall prepare the final draft timetable within 60 calendar days from the start of the intermediate adjustment.
- FERROVIENORD shall prepare the final draft timetable within 60 calendar days of the activation of the intermediate adjustment. The same file, printed and signed for acceptance by the Railway Undertaking, shall be attached to the Access Agreement and must be received at least 23 days before the date of activation;
- requests for train paths in connection with any intermediate adjustments to the current timetable, which are submitted by the Railway Undertaking after the deadline, shall be treated as requests during the timetable period, in accordance with paragraph 4.3.4.

10 February 2023		10 March 2023		24 March 2023		11 April 2023		11 June 2023
Deadline for receipt of application for train paths	»»»	Preparation of draft timetable	»»»	Deadline for comments	»»»	Transmission of the final draft timetable to RU	»»»	Intermediate adjustment

4.3.4 DEADLINES FOR REQUESTS DURING THE TIMETABLE (Update September 2022)

Requests in hourly scheduling

Except as stated for the case of intermediate adjustment, requests for train paths during the timetable period must be made in advance:

- by at least 30 (thirty) calendar days, with respect to the date of performance of the service, or the request for a number of paths-in excess of 2 (two) (excluding related technical paths) The definition of the draft timetable or the rejection of the application by the IM shall take place within 15 working days from the date of receipt of the application;
- at least 10 (ten) working days from the activation date of the path / service, if the request concerns up to two paths (excluding the connected technical paths), and as long as the RU already has a contract for the use of similar services. In this case, the paths shall be accepted or rejected by the IM within 5 working days from the date of receipt of the request;
- at least 5 (five) consecutive calendar days before the scheduled date of the event, in the case of applications concerning the cancellation of train paths already allocated or for test runs aimed at the homologation process or line trials.

If Railway Undertakings request complex rescheduling of services during the timetable period, this shall be handled in accordance with the timetable harmonised by the Rail Net Europe (RNE) member operators, subject to FERROVIENORD issuing the draft timetable before the timetable update date.

The signing of the contract, if not already signed previously, constitutes the formal act of allocating the train paths. The acceptance of applications during the timetable period and the activation of new or altered train path variations shall be suspended during the 15 working days preceding and the 15 working days following the date of activation of the working timetable or its intermediate adjustment.

Requests under operation management (Update June 2020)

Requests for paths under operation management, such as the allocation of new paths and/or variations to the contracted paths, shall only be possible within the scope of an already signed and fully effective Contract and in accordance with the lines specified in the Single Safety Certificate. Requests for train paths must be made by Applicants, their accredited contact persons, in accordance with the following timeframe:

- from 4 calendar days to 3 hours before train departure for non-emergency paths;
- in real time in case of emergencies.

FERROVIENORD's response shall be as follows:

- within 12 hours from the request and in any case at least 2 hours before the time for requests for paths under operation management;
- promptly for requests for paths under real-time operation management.

Processing of requests in hourly scheduling and operation management (Update June 2021)

All requests for a working timetable or an intermediate adjustment, as well as requests under Operations Management, are processed in chronological order from the moment they are submitted and granted from time to time within the limits of available capacity

4.3.5 VARIATION TO THE DAILY PROGRAM

The train paths covered by the contract and any changes during the course of the timetable may be subject to change following:

- specific requests from the Railway Undertaking;
- specific requirements of FERROVIENORD;
- needs due to Force Majeure.

4.3.5.1 SPECIFIC REQUESTS OF THE RAILWAY UNDERTAKING (Update December 2018)

4.3.5.1.1 VARIATIONS DURING THE TIMETABLE (Update December 2018)

Any request to change the allocated train path and any related services that is not due to the application of the rules specified in this document relating to the management of disrupted traffic and the performance of works on the infrastructure shall be formalised by FERROVIENORD through the preparation of a timetable change order. Applications for test runs aimed at homologation processes or line experiments must be submitted by companies at least 5 calendar days before the scheduled start date. For this type of test runs, the request under operation management is not allowed.

4.3.5.1.2 VARIATION UNDER OPERATION MANAGEMENT OF PATHS AND CONTRACTED SERVICES (Update June 2020)

The Railway Undertaking that holds the Network Access Agreement is entitled to request new paths and/or variations to the contracted train paths and services during operation management (in the 4 calendar days prior to the day of use).

Variations requested in the 4 working days prior to the date of use shall be subject to appropriate assessment and agreement between the parties, without prejudice to the provisions on disrupted traffic, and to the case of non-use, which remains the sole responsibility of the Railway Undertaking. The reference parameters to be notified for the specific requests for new train paths and/or changes to the contracted train paths and services, in accordance with the application deadlines specified above, are the following minimum

information:

- **Period of validity;**
- **Train** (service type, service category description, train class description);
- **Line description** (origin station - possible indication of intermediate stops - destination station);
Path running minutes (Origin Station Departure time, Destination Station Arrival time, Number of intermediate stops along the entire route, Variations of stops during the year, Path running minutes on FERROVIENORD network, Origin Station Departure time on FERROVIENORD network, Destination Station Arrival time on FERROVIENORD network, Number of intermediate stops on FERROVIENORD network, Variations of stops during the year on FERROVIENORD network);
- **Type of Rolling Stock** (Indication of Traction Unit and Carriages, Number of circulating units, Seats offered, Length of composition, no. of disabled seats, Disabled carriage, Bike transport, Presence of automatic passenger count)
- **Commercial Notes** (Trains guaranteed in case of strike, Group Service, Transport of wheelchair passengers, Replacement car service and stops, Waiting time, Periodic stops, Bike transport service)

The Railway Undertaking is entitled to make specific requests for the cases described below:

- **allocation of new paths and/or variation to the contracted paths:** the Railway Undertaking, through its contact persons specified in the contract, shall be entitled to submit formal applications for new paths, new services and/or variations to the contracted paths and services to the contact person of FERROVIENORD SPA, in accordance with the timeframe specified for the path application under operation management. FERROVIENORD's contact person, after due examination of the request, shall assign it or, alternatively, reject it with reasons;
- **postponement of departure:** if the contact person of the Railway Undertaking, in view of the expected departure delay from the station of origin, wishes to use the allocated path, he must formally notify the contact person of FERROVIENORD, who may accept the request or propose a new path. FERROVIENORD shall only be able to accept this request if it does not entail rescheduling other services. Rejection shall always be justified by FERROVIENORD. In the absence of a specific request for postponement within the departure time, FERROVIENORD shall consider the train path to have been cancelled due to the Railway Undertaking's liability. If the Railway Undertaking's contact person expresses a willingness to provide the service nonetheless, FERROVIENORD's accredited contact person may formulate the hypothesis of a new path, with the same or similar characteristics to the cancelled one, following formal allocation by the Railway Undertaking.
- **variation in train composition with respect to the contracted path:** the Railway Undertaking has the right to vary the train composition with respect to the allocated path, only if this variation is of an exceptional and non-systematic nature, notifying the FERROVIENORD contact person. If the length of the altered train composition is compatible with the timetable shift defined during the timetable planning phase, the Railway Undertaking shall be entitled to request specific authorisation from FERROVIENORD within 2 hours before the train's departure. On the other hand, if the length of the altered train composition exceeds the graphic shift of the material originally planned, the Railway Undertaking shall formally request specific authorisation from FERROVIENORD at least 5 hours before departure, which shall verify the capacity of the systems to receive the train, based on the system characteristics, and shall respond in sufficient time to allow the train to depart with the new composition. FERROVIENORD reserves the right to formally reject the proposal and/or formulate new proposals as an alternative. In both cases, changes to the train composition must comply with the requirements of the current operating rules. In all cases of formal refusal of the application, the allocated path shall be considered to be cancelled due to the Railway Undertaking's liability, with the economic consequences referred to in the specific paragraph. Rejection shall always be justified by

FERROVIENORD. In the event of technical non-conformities affecting part of the rolling stock, discovered during the ancillary operations prior to the train's departure or along the route, the IM contact, having received the notification in real time from the RU contact, shall ensure that the latter promptly resolves the anomalies, provided that the maximum absolute values defined by the applicable operating regulations are complied with.

- **request for additional stops:** the Railway Undertaking is entitled to request additional stops for passenger services or technical operations, provided that the train composition complies with the characteristics of the facility as indicated in Chapter 3. Should a train exceeding the maximum length of the platform, the Railway Undertaking shall be obliged, at its own care, expense and responsibility, to guarantee the safety conditions of the transport and of the customers, by limiting the boarding/alighting of passengers only to the carriages contained in the platform. The composition of the train must in any case comply with the technical characteristics of the facility. The request must be made 2 hours before the departure of the train to the FERROVIENORD contact person, who may accept or reject the variation, based on availability/circulation conditions, giving timely notice to the Railway Undertaking, or propose an alternative solution. Rejection shall always be justified by FERROVIENORD.

4.3.5.2 INFRASTRUCTURE MANAGER NEEDS (Update December 2018)

FERROVIENORD is entitled to totally or partially cancel one or more contracted paths, due to requirements relating to the regularity of traffic and the performance of works on the infrastructure. Rejection shall always be justified by FERROVIENORD.

4.3.5.3 CAUSES OF FORCE MAJEURE (Update December 2018)

If changes are due to causes not attributable to the responsibility of the Railway Undertaking or FERROVIENORD, they shall be deemed to be due to Force Majeure and therefore no penalty shall be applied.

4.4 PROCESS OF ALLOCATION

4.4.1 FRAMEWORK CAPACITY ALLOCATION PROCESS

4.4.1.1 LIMITATIONS TO FRAMEWORK CAPACITY ALLOCATION (Update December 2019)

At the time of annual train path contracting, in the absence of other applications, the capacity dedicated to regional services under the service contract may reserve 100% of the available capacity, on all the lines both during the daily operating period and at peak times.

Further limitations to the capacity that can be assigned with a Framework Agreement indicated by the Authority are:

- a) the possibility of allocating capacity through Framework Agreements that does not exceed 85% of the total capacity available, by day and time slot;
- b) the possibility for the individual holder of the Framework Agreement, during the annual path contracting, in the absence of other requests, to access up to 100% of the available capacity;
- c) the possibility of reserving, for the operation of regional transport services, capacity beyond the limit defined by the threshold established for the other Framework Agreements, without prejudice to safeguards for any new capacity applicants.

4.4.1.2 COORDINATION PROCESS WITHIN THE FRAMEWORK CAPACITY ALLOCATION PROCEDURE

FERROVIENORD shall ensure that all train path applications are met as far as possible. If conflicts arise between Framework Agreements already signed and new requests to sign or amend Framework Agreements, FERROVIENORD shall carry out an initial coordination process aimed at reconciling the requests as far as possible. If, following the first coordination phase, it proves impossible to reconcile existing Framework Agreements and requests for new Framework Agreements or requests for amendments to new Framework Agreements, FERROVIENORD shall carry out a second coordination phase following the criteria specified in Article 10 paragraphs 2-4 of Regulation 2016/545/EU. If the second coordination phase is still unsuccessful and if the request for a new/modified Framework Agreement provides for a better use of the infrastructure, FERROVIENORD, in application of Article 9(4) of Regulation 2016/545/EU, shall request each of the holders of the existing Framework Agreements to waive part of the indicated capacity, with specific reference to the sections and time slots affected by the new entrant's request.

4.4.2 PATH AND SERVICE ALLOCATION PROCESS (Update December 2018)

As part of the train path and service allocation process, FERROVIENORD shall endeavour to ensure that all applications are met, if possible, including those relating to paths on lines belonging to more than one network. For this process FERROVIENORD shall take into account the Applicants' constraints and the economic impact of the activities. Within 9 months of the entry into force of the working timetable, FERROVIENORD shall identify any freight services relating to train path applications for the next working timetable. For each reference period, the capacity available for the allocation of train paths among the Railway Undertakings applying for them shall be net of the portion required for maintenance and infrastructure works during operation, with reference to each section.

FERROVIENORD shall promptly notify the Railway Undertakings concerned of any significant changes to the quality of the lines and the specific capacity used to provide rail services.

4.4.3 HARMONISATION PROCESS (Update June 2021)

- a) FERROVIENORD, in order to ensure the effective and optimal use of the Railway Infrastructure, taking into account the services, the commercial functions, while preserving any provisions established by

the signed Framework Agreements, shall draw up the draft timetable, making use of the flexibility margins with respect to the requested departure time for each train path.

- +/- 15 minutes for regional passenger services under public contract;
- +/- 15 minutes for other types of service;
- +/- 10 minutes for commuter bands.

The margins of flexibility used in the harmonisation phase will take due account of the requirements of service timing and connections between services, and will be shared with the Railway Undertakings concerned.

- b) Subject to compliance with the principles specified in point (a) hereof, when harmonising two or more conflicting train paths, the IM shall proceed to satisfy the same in accordance with the criteria specified in paragraph 4.4.5.2. The RUs shall be entitled to apply to the ART for a review of the decisions taken by the IM.

4.4.4 PATHS AND SERVICES COORDINATION PROCESS (Update June 2019)

Path coordination

If it is not possible to define a draft timetable in accordance with the provisions specified in the previous paragraph, FERROVIENORD shall initiate the coordination procedure to reconcile the conflicting requests, after consulting the requesting Railway Undertakings and involving, in the case of paths included in public service contracts, also the commissioning Public Administrations. FERROVIENORD shall notify the alternative proposals subject to the coordination procedure, together with the harmonised train paths, when the draft timetable is delivered. The Railway Undertakings may submit reasoned comments and proposals for changes within 30 days, at the same time as comments on the draft timetable. If comments are received, FERROVIENORD shall assess them together with the stakeholders, ensuring transparency, fairness and non-discrimination in the final determination of the train path offer. If no comments are received, the proposals will be deemed to have been accepted.

If there are conflicts between train path applications not covered by a Framework Agreement and train path applications submitted in accordance with the framework capacity already allocated, FERROVIENORD shall apply the train path allocation procedure specified in this chapter, in accordance with the provisions of Regulation 2016/545/EU, article 10, paragraph 5.

Service Coordination

In the event of conflicting service requests, FERROVIENORD shall reconcile the conflicting requests after consulting the requesting Railway Undertakings.

The Railway Undertaking may appeal to the ART to review the decisions taken by the IM, with reference to the path and service coordination procedure.

4.4.5 CONGESTED LINES PATH AND SERVICES COORDINATION PROCESS (Updated December 2020)

4.4.5.1 STATEMENT OF CONGESTION

If, at the end of the coordination process, one of the Railway Undertakings concerned refuses FERROVIENORD's proposal, this may lead to cases of conflict resolution:

- FERROVIENORD shall allocate train paths on the basis of the proposal made, and the undertakings shall be entitled to refer the matter to the Regulatory Body;
- FERROVIENORD declares the Infrastructure element concerned to be congested and allocates the available paths according to the priority rules specified below.

4.4.5.2 TRAIN PATH PRIORITY CRITERIA (Update June 2019)

When allocating train paths in relation to applications for a timetable and an intermediate adjustment, FERROVIENORD, without prejudice to Framework Agreements, shall give priority:

- to local public transport services governed by the Service Contract;
- to international transport services;
- to freight services, whose train paths applied for fall within the timetable channels, with priority referred to the train paths relating to applications submitted by RUs holding commercial contracts for the transport of dangerous goods and combined/integrated transport;
- in cases other than those referred to in the preceding points, to the train paths that make most use of the infrastructure in terms of tr*km travelled during the period of validity of the timetable;
- should the impossibility of resolving the conflict persist, priority shall be given according to the chronological order in which the requests were submitted.

When allocating train paths during the timetable period, priority is always determined by the chronological order in which the applications are submitted. The priority service may not, however, saturate the infrastructure capacity in the presence of other requests. The priority criteria specified in this paragraph refer exclusively to the allocation of train paths. The priority criteria for traffic management are deducible from the applicable operating regulations.

4.4.5.3 CAPACITY ANALYSIS AND ENHANCEMENT PLAN

When an infrastructure is declared to be congested, FERROVIENORD carries out a capacity analysis, unless an infrastructure enhancement plan is already in place. The purpose of the capacity analysis is to determine the constraints that prevent requests from being adequately met, as well as to propose methods of meeting requests for additional capacity. The analysis identifies the reasons for the congestion and the measures to be taken in the short and medium term to remedy it. The analysis shall cover the infrastructure, the operating procedures, the nature of the different services and the effect of all these factors on infrastructure capacity. FERROVIENORD may take measures including route modification, service rescheduling, speed changes and infrastructure improvements.

4.4.5.4 SERVICES PRIORITY CRITERIA (Update December 2018)

The IM shall take the following priority criteria into account when allocating the requested services:

1. Presence of Framework Agreement;
2. Priority service of the requested asset;
3. Criteria for prioritising train paths linked to the service;
4. Maximizing asset utilization;
5. (for late or current requests only) Chronological order of request submission (first in/first served).

4.4.6 OUTCOME OF REQUESTS

At the end of the allocation process, FERROVIENORD communicates the details of the train paths to the Railway Undertakings, which shall be formally allocated when the Track Access Agreement is signed. Requests rejected on the grounds of insufficient capacity will be reconsidered at the next timetable adjustment for the routes concerned. An exception is made for requests submitted under operation management, for which the response is considered final.

4.5 CAPACITY ALLOCATION FOR INFRASTRUCTURE MAINTENANCE (Update June 2019)

Infrastructure maintenance requirements shall normally be carried out outside the lines' operating hours, with appropriate time windows. In the event of major works, FERROVIENORD may make the infrastructure temporarily unavailable, notifying the Railway Undertakings accordingly.

FERROVIENORD decides on the night or day period based on the traffic trend over time (daily/seasonal) and the possibility of using alternative routes. During maintenance time windows, especially at night, it is still possible to program time paths. FERROVIENORD is required to formally notify the Railway Undertakings of this situation and the paths concerned, also for the purpose of specific contractual regulations. When drawing up the operating schedules for the capacity restrictions, FERROVIENORD shall prepare the timetable changes with the aim of maximising capacity utilisation by maintaining as many train paths as possible on the routes affected by the restrictions. Possible requirements such as single track operation and additional constraints such as terminal operations will be taken into account.

The indication of the time windows for maintenance on the individual lines, the indication of the period, night or day, can be deduced from the scheduling documentation prepared by FERROVIENORD.

FERROVIENORD may, in the event of particularly large-scale works related to urgent infrastructure interventions, make the infrastructure temporarily unavailable, giving Railway Undertakings adequate advance notice.

4.6 RULES FOR NON-DESIGNATION/CONTRACTUALISATION/UTILISATION OF CAPACITY

In the following chapters, the economic consequences of not designating/contracting/using capacity on the infrastructure are specified.

4.6.1 Consequences in the event of failure to designate the RU by the Applicant (not a RU) and/or failure to contract with the designated RU (Update June 2020)

- The Applicant (not a Railway Undertaking) shall pay FERROVIENORD 50% of the charge relating to the paths made available and accepted, net of any traction current costs calculated on the basis of the train paths for the first 60 days included in the draft timetable issued and accepted, if any of the following occurs:
 - a) the Applicant (not a RU) fails to designate the Railway Undertaking that will provide the

transport services;

b) the Railway Undertaking designated by the Applicant (not the RU) fails to enter into the Track Access Agreement.

- In the event that the unused paths also partially involve sections of infrastructure declared to be congested, the rate shall be 75%.
- If the unused paths concern capacity applications made under a previous Framework Agreement relating to public transport services, the rate is 45%.
- If, in the event of the occurrence of cases a) and b) above, the train paths are subsequently allocated to another Applicant with the same characteristics, the penalties to be paid by the defaulting Applicant (non RU) shall be calculated based on the train paths of the first 30 days provided for in the draft timetable issued and accepted.

4.6.2 Consequences in the event of non-contractualization (partial or total) of the paths (Update June 2020)

If the Railway Undertaking, due to its own responsibility, fails to contract the train paths requested, made available and accepted, it shall pay FERROVIENORD a penalty equal to 50% of the charge for the non-contracted paths, net of any traction current costs, calculated based on the train paths of the first 60 days included in the draft timetable issued and accepted.

On the basis of the above, in the event that the paths also partially involve sections of infrastructure declared to be congested, the rate shall be 75%. The rate is equal to 45%, regardless of the nature of the paths (limited capacity or not), if the unused paths concern capacity applications made under a previous Framework Agreement relating to public transport services. The penalty is net of any traction cost calculated on the basis of the train paths of the first 60 days included in the draft timetable issued and accepted. In the event the non contracted paths are subsequently allocated, with the same characteristics, to another RU, the penalty to be paid by the defaulting RU shall be determined on the basis of the values referred to in the preceding paragraph, calculated on the basis of the train paths of the first 30 days included in the draft timetable issued and accepted.

4.6.3 Consequences in the event of non-use of contracted paths (Update September 2022)

The Railway Undertaking is entitled not to use all or part of one or more of the contracted paths. If, during the performance of the contract, the Railway Undertaking fails to use all or part of the contracted paths, the following shall apply:

1. the formalisation of the cancellation by the Railway Undertaking of one or more train paths that involve, even only partially, sections of infrastructure declared as having a limited capacity, shall entail the payment of a penalty equal to 50% of the unused path, if the cancellation is notified 4 or more calendar days before the scheduled date of use. The penalty shall be equal to 60% of the fee for the unused train path, if the cancellation is communicated 4 calendar days or less before the time of departure of the train from the station of origin.
2. the formalisation of the cancellation (total or partial) by the Railway Undertaking, for reasons attributable to the Railway Undertaking, of one or more paths involving lines/facilities not included among those declared as having limited capacity, shall entail the following:
 - a. if the cancellation is notified to FERROVIENORD within 4 (four) calendar days up to the time

of departure of the train from the station of origin, or is not notified, the RU shall pay FERROVIENORD an amount equal to 30% of the toll charge for each cancelled path.

- b. the formalisation of the total or partial cancellation of one or more train paths, notified to the IM until 5 calendar days before the scheduled date of use, shall not entail any financial consequences.

The penalties indicated in points 1 and 2 are net of any traction current costs.

If the Railway Undertaking fails to use (all or part of) the train path in accordance with the operating schedule, without giving formal notice of cancellation, the train path shall be considered cancelled for reasons attributable to the Railway Undertaking. In this case, the Railway Undertaking shall be obliged to pay FERROVIENORD the fee for the entire path or the part cancelled, net of any traction current costs.

In the event of non-use of train paths covered by a Track Access Agreement entered into under a previous Framework Agreement relating to public transport services, the penalty shall be 30% regardless of the time of formalisation of the cancellation.

The penalties for failure to use the contracted paths for reasons attributable to FERROVIENORD, net of any energy costs, are shown in the specific table below. The penalties imposed on the IM shall be limited in any case to the first 60 days of non-use of the path.

Table 4.6.3.1.: Summary table of RU's penalties

Percentages of the RATE to be paid to the IM			
	Paths	Paths or Time slots on LIMITED Capacity lines	In accordance with a FRAMEWORK AGREEMENT
failure to designate / contract the RU	50% for the first 60 days	75%	45%
	if the paths are subsequently reallocated, penalty calculation over 30 days		
Failure to CONTRACT PATHS	50% for the first 60 days	75%	45%
	if the paths are subsequently reallocated, penalty calculation over 30 days		
Failure to USE PATHS	for cancellations over 4 days		30% fee
	0%	50%	
	for cancellations from 4 days until the departure time		
	30%	60%	
	in the event of failure to formalise the cancellation: 100%		

In the event, for reasons attributable to the RU, a path is used by the same RU for a period of at least three months that is less than 30% of its operating schedule, and if it conflicts with one or more paths that are the subject of a new application from another RU, the underused path shall be deemed to be made available to the Manager.

4.6.4 Allowance on the penalties referred to in the previous paragraph (Update September 2022)

When the Track Access Agreement is entered into, the Railway Undertaking shall be entitled to receive an allowance based on the value of the estimated gross toll charge for each contract, excluding any traction current supply. Where a RU enters into more than one contract, as it is impossible for a RU to enter into one contract for passenger and freight services, the allowance shall not be cumulative. This allowance is not subject to adjustment for any changes to the contract.

For freight services, the allowance is determined equal to:

- 6% for Access Agreements with an amount less than € 2 million;
- 4% for Access Agreements exceeding € 2 million;

For passenger transport services, the allowance shall be determined equal to:

- 3% for Access Agreements with an amount up to € 6 million.
- 2% for Access Agreements exceeding € 6 million.

Any sums allocated by FERROVIENORD to the RU pursuant to paragraph 4.6.3, calculated by FERROVIENORD on a monthly basis and communicated to the RU in the reports, shall be progressively subtracted from the deductible amount, for anything in excess of the sums due from FERROVIENORD to that RU for measures to close and/or deviate tracks. No monetary payments shall be paid until that amount has been exhausted.

The allowance shall expire on expiry of the Contract and may not in any case be used to offset sums due for any other reason.

4.7 TRANSPORT OF DANGEROUS GOODS (Update June 2020)

When applying for train paths, the Railway Undertaking shall specify whether the train paths are intended for the rail transport of dangerous goods, classified as such in the RID *"Règlement concernant le transport international ferroviaire des marchandises dangereuses - RID"*.

In the case of applications for the transport of dangerous goods, involving connected facilities, the RU shall be required to produce a written statement by the Terminal Operator, relating to the capacity to accept the carriage, in accordance with the applicable regulations, under penalty of forfeiture of the application, in accordance with the following schedule:

- within 5 calendar days following the delivery of the final November draft timetable, in the case of requests for train paths and services for the timetable subsequent to the one in force;
- within 5 calendar days after delivery of the final draft timetable, for the June interim timetable adjustment.
- within 5 calendar days prior to the path/service activation date, in the case of path/service applications during the timetable period.

In case of doubt, FERROVIENORD shall request a copy of the safety data sheet of the goods it intends to transport on FERROVIENORD's route from the Railway Undertaking concerned. In the case of applications for the transport of dangerous goods, the Railway Undertaking shall also be required to produce the documentation required by FERROVIENORD's regulatory framework and procedures, as well as by current legislation on the transport of dangerous goods, before contracting the train paths.

The FERROVIENORD network facilities suitable for receiving dangerous goods are listed in the annexes on the

PIRWeb portal. The draft timetable issued to the Railway Undertakings that have applied for train paths for the transport of dangerous goods shall contain the annotation "transport of dangerous goods -TMP". This annotation is also shown in the required paths under Operations Management. The paths allocated by FERROVIENORD in connection with train path applications not accompanied by the above information cannot be used for the transport of dangerous goods.

When communicating the composition of freight trains, the Railway Undertaking must inform FERROVIENORD, for each wagon or tank wagon in the train composition, of the registration number and position of each wagon in the train, with the quantity (net weight expressed in kg) of each type of dangerous goods transported.

This communication, including all the above elements, is preliminary and binding for the departure of the train.

4.7.1 Criteria for identifying terminal freight stations and marshalling yards for dangerous goods (Update June 2021)

FERROVIENORD identifies and defines, according to specific procedures, the terminal freight stations for dangerous goods (SMT) - as defined in annex 1 of the Decree of the Ministry of the Environment of 20/10/1998 - on the Railway Infrastructure, also meeting the specific needs of Railway Undertakings. The costs relating to the implementation, maintenance and adaptation of the plant engineering measures envisaged by current legislation (excluding the measures envisaged to be borne by the sending or receiving companies) are guaranteed and borne by FERROVIENORD. FERROVIENORD itself will be able to pass on the costs of the infrastructure adjustments to the RUs concerned according to fair, transparent and non-discriminatory criteria. The lists of SMTs are published and updated by FERROVIENORD in the annexes to Chapter 3 of the NS. For the SMTs, the type of freight yard is also reported according to the Decree of the Ministry of Environment 20/10/1998.

It should be noted that on the FERROVIENORD network there is a single private terminal freight yard for dangerous goods located in Sacconago. Please refer to paragraph 3.6.3 above for further details.

4.8 SPECIAL MEASURES TO BE TAKEN IN CASE OF DISRUPTIONS

For these measures, reference should be made to the specific paragraph in Chapter 2 of the following Statement.

5. CHAPTER 5 SERVICES

5.1 SERVICE CLASSIFICATION

a) MINIMUM ACCESS PACKAGE (Update June 2020)

FERROVIENORD, in return for the payment of the fee for access to and use of the Railway Infrastructure, guarantees the Railway Undertakings to which train paths have been allocated, under fair and non-discriminatory rules, the provision of the services to follow that constitute the minimum access package:

- Processing of railway infrastructure capacity requests in terms of train paths, for the purpose of concluding access agreements.
- Right of use by the Railway Undertaking of railway capacity.
- Use of the Railway Infrastructure, including switches and junctions functional to the use of the paths.
- Control and safe regulation of railway traffic, signalling and routing of trains, communications relating to railway traffic.
- Use, where available, of the electrical power supply and traction system.
- Functional information system for the operation management of the service for which capacity has been granted.
- Public Traffic Information System.
- Guarantee of access to the relevant information systems of the IM to the Railway Undertakings party to a Track Access Agreement.
- Infrastructure for connection to service facilities.

Please refer to the PIRWeb portal and the Annex "List of Service Facilities Connected to the Network", for a description of the service facilities connected to the FERROVIENORD Network and the services they provide.

b) GUARANTEED ACCESS RIGHTS FACILITIES AND SERVICES PROVIDED IN THESE AREAS (Update June 2020)

FERROVIENORD, as service facility operator shall provide, under fair, non-discriminatory and transparent conditions, to all Railway Undertakings access, including access to train paths, to the following service facilities, if any, and the services provided therein:

- Passenger stations, with regard to functional facilities for travel information systems and adequate space for ticketing services and other functional facilities necessary for railway operations.
- Fuel and water supply areas.
- Maintenance centres and any other technical infrastructure.
- Shunting services.
- Train toilet discharge systems.
- Access to freight yards.

c) COMPLEMENTARY SERVICES (Update June 2020)

FERROVIENORD, in its capacity as facility operator, shall provide, at the Railway Undertaking's request and under transparent and non-discriminatory conditions, on the lines and at the facilities specifically indicated in the PIRWeb portal:

- Traction electricity.
- Pre-heating and air-conditioning of passenger trains.
- Assistance to Persons with Reduced Mobility (PRM).
- Monitoring of trains carrying dangerous goods.
- Assistance to special trains circulation and test runs.

d) AUXILIARY SERVICES (Update June 2020)

FERROVIENORD may provide the following services at the Railway Undertaking's request:

- Access to the communications network.
- Provision of additional information.
- Technical inspection of rolling stock.
- Specialized heavy maintenance services.

5.2 MINIMUM ACCESS PACKAGE (Update December 2021)

The services indicated in section 5.1.1 shall be rendered by FERROVIENORD to the Railway Undertaking, unless otherwise specified. The services are governed by the Track Access Agreement between FERROVIENORD and the individual Railway Undertakings concerned. The Services described as a "minimum access package" have been brought back for information clarity to the different categories provided for by Legislative Decree no. 112/2015.

- **Processing of requests for railway infrastructure capacity in terms of train paths, for the purpose of concluding access agreements:** includes all the activities necessary for the formalisation of the contract (verification that the Railway Undertaking meets the prescribed requirements, i.e. the licence, entitlement document and Single Safety Certificate, with reference to the period of validity of the contract, receipt of the applications and verification of compatibility with the characteristics of the Railway Infrastructure, verification of the availability of the capacity requested and related confirmation, drafting of the detailed timetable and related communication, economic valuation of the train paths, drafting of the Contract and formal allocation of the train path).
- **Railway Undertaking's right to use the railway capacity:** the railway capacity shall be used by the Railway Undertaking through the allocated train paths. FERROVIENORD defines KPIs for capacity utilisation, which the Railway Undertaking shall comply with. This phase includes all the activities necessary to ensure the availability of the paths and the quality, understood as the performance characteristics of the infrastructure necessary to use the allocated train path. For passenger stations the IM defines: the origin and destination stations of a train path and ensures the availability of a departure/reception track for commercial and technical operations within defined time limits.
- **Use of Railway Infrastructure, including switches and sidings functional to the use of the train paths:** this includes the use of switches and sidings, on the line and in the station, as well as the equipment along the line for alarm devices, necessary for the use of the train path.
- **Control and safe regulation of railway traffic, train signalling and routing, communications relating to railway traffic:** railway traffic regulation is ensured by FERROVIENORD in accordance with criteria of transparency and impartiality in compliance with the relevant contractual objectives. It includes, within the time limits of the opening hours of the lines and facilities: the orderly routing of trains according to the planned routes and the communication of particular traffic situations (slowdowns, interruptions/deviations, speed restrictions, etc.), signalling or indications of the conditions of freedom or occupation of the infrastructure to be used and the spacing of trains, as well as the speed limits of the planned sections.
- **Use, where available, of the electrical power supply and traction system:** FERROVIENORD, guarantees the Railway Undertaking the use of the electrical power supply system (overhead contact line for electrical traction, substations and equipment for transforming electrical energy, electrical

energy distribution systems for the time required to use the train path, including the technical time required for passengers to board and alight and the storage operations).

- **Functional information system for the operation management of the service, for which the capacity has been granted:** it is identified in the system for the transmission of dispatches between the operators of the Railway Undertaking's operations room for the provision of the traffic regulation service. This includes all information that FERROVIENORD is required to provide to Railway Undertakings in relation to:
 - the detailed train path and related information (train number, train classification, origin/destination, route, stops, timetables, arrival and departure tracks in the facilities, running days);
 - as regards real-time traffic, all significant changes to the above information and the reasons for them
- **Public Traffic Information System:** FERROVIENORD is also required to provide the public with information in passenger stations, with reference to the quality indicators and standards set, by means of: timetables and/or arrival and departure boards, voice announcements, station signs. The provision of information to the public by means of timetables and/or arrival and departure boards is carried out at the time of the activation of the working timetable, the intermediate adjustment and for any variation that may occur. The timetables are located in places of maximum visibility and near the ticket offices. The information system is made up of technological devices and allows the automatic dynamic display of the train's reference data by means of signs, monitors and summary boards. Automatic voice announcements on platforms and in station lobbies, standard voice announcements of agreed messages. The IM shall, for the passenger segment, make available to Railway Undertakings, on a non-discriminatory basis, real-time data related to trains of other Railway Undertakings, in order to enable all Railway Undertakings to provide their passengers during the journey with at least the information referred to in Annex II, Part II to Regulation (EC) no. 1371/2007, as clarified in point 3.1.1 of the Interpretative Guidelines on Regulation (EC) no. 1371/2007 of the European Parliament and of the Council on rail passengers' rights and obligations. The computer applications, made available to the RUs and included in the minimum access package, which allow the display of the real time data relating to the trains of other Railway Undertakings, are indicated in paragraph 6.3.4 and are: the SCCT_TRAIN_DESCRIPTER application and the Report V2 application, to obtain information on the punctuality index, and the trend of train movements.
- The IM undertakes to ensure that the information intended for the public referred to in this point shall be similarly disseminated at all the stops regarded as the most important, from the point of view of both the services rendered and the attendance. The choice of these stops will be made in consultation, at least, with the Regions and RUs holding service contracts.
- **Infrastructure for connection to service facilities:** FERROVIENORD guarantees the RUs the right to use the infrastructure to access the connected facilities owned by parties other than FERROVIENORD. Please refer to the PIRWeb for a description of FERROVIENORD's service facilities and the services they provide.

5.3 GUARANTEED ACCESS RIGHTS FACILITIES AND SERVICES PROVIDED IN THESE AREAS (Update June 2021)

FERROVIENORD shall, at the Railway Undertaking's request, guarantee access to the following service facilities and the services provided therewith, under fair, transparent and non-discriminatory conditions; the services shall normally be requested when path applications are submitted.

- **Passenger stations, with regard to functional facilities for travel information systems and adequate space for ticketing services and other functional facilities necessary for railway operations:** FERROVIENORD, in stations authorised to provide passenger services, guarantees the following: opening during the entire period of service, public information on the train service, cleaning service, video surveillance, Help Point customer assistance systems. FERROVIENORD also makes available in station areas:
 - ticket office areas and functional facilities;
 - areas intended for the use of automatic railway ticketing machines and ticket validators;
 - information desks and hall (queue and island spaces);
- **Areas in stations used for non-automatic ticket offices and assignment procedures:** The RU, on signing the User Agreement, may ask FERROVIENORD to make space available for the non-automatic ticketing service. This provision of space to the RU shall be ancillary to the User Agreement. FERROVIENORD publishes the plan giving a breakdown of how the station is used on its PIRWeb portal, showing - where present - the location and availability status of the spaces intended for the non-automatic ticketing service. In stations where areas are planned to be used for the non-automatic ticketing service for which it was not possible to allocate space on FERROVIENORD's PIRWeb portal, due to the constraints arising from existing agreements with other RUs or structural limitations, should such a request be made by the RU, FERROVIENORD undertakes to identify a solution, even temporary, within a reasonable time, and in any case not exceeding 6 (six) months from the submission of that request. To be assigned space for the non-automatic ticketing service, the RU must submit a specific written request to FERROVIENORD at least four months before the scheduled time for its use. This application must contain the following information as a minimum:
 - a) the area required, in square meters;
 - b) the purpose of use;
 - c) scheduled time when space availability will be acquired;
 - d) an estimate of the time required to implement the space, starting from the date of its delivery.

Within 20 working days of receipt of the application, FERROVIENORD will provide feedback, may request information and / or additional documents in support of the application. In the latter case, the 20-day term will be paused and restarted from the date of receipt of the additional material. Within the following 10 working days, FERROVIENORD will order the requesting RU to carry out a joint inspection to verify the condition of the space, as well as any necessary and / or appropriate interventions planned by the RU to ensure that the space meets the legal requirements. In the following 20 working days, FERROVIENORD will send the contract proposal to the RU, drawn up on the basis of the model contract, "Contract for the provision of spaces for the non-automatic ticketing service" published on the FERROVIENORD PIRWeb portal. The proposal will be irrevocable for the next 20 working days, after which, if the express written acceptance by the RU has not been received, the request will be regarded as lapsed. If the proposal is accepted within the periods indicated above, the space will be delivered within the following 5 working days, unless specific technical impediments of FERROVIENORD mean that a longer time is required. Companies operating in railway transport

services other than the RU have the right to submit a request for the provision of spaces at stations and premises in the manner indicated above.

Further details about the procedures for making spaces available at stations shall be provided in subsequent updates of the PIRWeb.

- **Fuel and water supply areas and facilities:** The service consists in the availability, for non-exclusive use, of areas, identified among those intended for the parking, shelter and storage of rolling stock and goods, functional to the supply of self-produced fuel by the RUs, through the use of their own tankers or those of their suppliers. FERROVIENORD shall provide a track from among those already allocated for scheduled parking, a lighting system for the common areas and access to the vehicles and people of the RU, which shall be required to comply with the regulations on safety and environmental protection, as well as on SPP.
- **Maintenance centres and any other technical infrastructure:** FERROVIENORD does not have these facilities, but guarantees access to the facilities managed by other Facility Operators, listed in the annexes on the PIRWeb portal, as specified in the PMdA.
- **Shunting services:** FERROVIENORD does not provide shunting services, the Railway Undertaking may perform the service itself and/or outsource the shunting service and FERROVIENORD's entities to third parties subject to authorisation and specific training of the third party company's staff within the scope of its responsibilities to be indicated in the Safety Management System. The service is formalised with the issue of a special authorisation by FERROVIENORD.
- **Train toilet discharge systems:** FERROVIENORD does not have these facilities, but provides the Infrastructure connecting the service facilities managed by other parties, as shown on the PIRWeb portal in the annex "List of Service Facilities Connected to the Network", as provided for in the PMdA.
- **Access to freight yards:** FERROVIENORD does not have these facilities, but makes available the Infrastructure connecting the service facilities, managed by other parties, as shown on the PIRWeb portal in the annex "List of Service Facilities Connected to the Network", as provided for in the PMdA.
- **Railway connections:** FERROVIENORD has issued the Provisions, Instructions and Contractual Clauses for the construction and operation of connections with commercial, industrial and similar establishments (DICC), which constitute the standard contract between FERROVIENORD and the owners/operators of the connected facilities. In addition to the DICC, the Manager has also defined the standard infrastructural and technological configurations for connection to the railway infrastructure. The DICC and the standard configurations, together with the tariffs for the authorisation, design, construction, testing and verification activities for the connection of new connected systems can be found on the FERROVIENORD website in the "NETWORK" area, "CONNECTIONS" section. Requests for the construction of new connections or the modification of existing ones must be addressed to FERROVIENORD's Technical Management (certified email: ferrovienord@legalmail.it).

5.4 COMPLEMENTARY SERVICES (Update September 2022)

Upon request by the Railway Undertaking, to be submitted at the time of the path application, FERROVIENORD shall provide the following services, where available:

- **Traction electricity:** includes the supply of electrical energy for traction, in the quality and quantity required to use the allocated train path. The electrified lines are shown in the annexes to this document. The provision of the service will be formalized with the signing of the Track Access Agreement.

- **Pre-heating and air-conditioning of passenger trains:** the service consists of the supply of electricity required for pre-heating and air-conditioning of passenger trains.
- **Assistance to Persons with Reduced Mobility (PRM):** The service takes place in the facilities indicated on the website www.ferroviennord.it in the area **<STATIONS>**. The service consists in the reception, accompaniment and access on the wagon of the train in the departure station, in the operations of getting off the train, accompaniment to the exit or to another train in the arrival station. In some facilities, the train will be provided with equipment to facilitate access/descent to wheelchair users and, on request, for people with objective motor difficulties, with the aid of a forklift truck. FERROVIENNORD also provides PRM accessibility features for stations/stops via its website www.ferroviennord.it in the **<STATIONS>** area.

Where the service is carried out

The service is provided at the facilities listed on the FERROVIENNORD website www.ferroviennord.it in the **<STATIONS>** area.

How and when to request the service

The assistance service must be booked by the PRM to the Railway Undertaking in accordance with the procedures and schedules laid down for by Regulation (EU) 782/2021, without prejudice to any applicable national provisions pursuant to art. 24 of that Regulation. In accordance with the aforementioned provision, from 7 June 2023 onwards the request for assistance must be issued to the Railway Company at least 24 hours in advance, and not the current 48-hour deadline laid down by EC Regulation 1371/2007.

The RU shall notify the booking of the service received from the PRM to FERROVIENNORD, by writing to the following e-mail address servizi.prm@ferroviennord.it. FERROVIENNORD shall provide confirmation of the service to the PRM or any reasoned refusal.

Subject to a technical feasibility check by the IM, the Railway Undertaking may also apply for PRM services without giving 48h notice.

Rights and obligations of IM and RU

FERROVIENNORD is committed to measuring the level of satisfaction of PRMs through its www.ferroviennord.it in the **<COMPLAINTS><FERROVIENNORD LISTENS TO YOU>** area, and has prepared SLAs, as required by Resolution 130/2019 measure 4.2, which may be consulted on the PIRWeb portal.

The cancellation of any scheduled service for reasons attributable to the traveller or the Railway Undertaking, including the deterioration of the rolling stock, shall be notified by the Railway Undertaking to the IM at least 60 minutes before departure, otherwise the services shall be considered as returned.

Formalization

Following the signing of the Track Access Agreement, the RUs may apply to FERROVIENNORD for the provision of the service, in accordance with the above mentioned procedures.

Compensation

Compensation shall be paid in the event of failure to comply with the notified schedule for the restoration of access infrastructures and lifting facilities. The same is specified in paragraph 3.6.1 of the IM's Service Charter, which can be consulted on FERROVIENNORD's website www.ferroviennord.it **<STATIONS>** area and on the PIRWeb portal.

- **Monitoring trains carrying dangerous goods:** The service consists in FERROVIENNORD monitoring the movement of trains carrying dangerous goods. The service also consists in coordinating and implementing the emergency and security plans for the transport of high-risk dangerous goods, which may be necessary, also at the RU's request. The RU shall specify, in the path application phase,

which of them relate to the transport of Dangerous Goods, as well as any applications under operational management. The provision of the service, in respect of the RUs holding the Dangerous Goods transport authorisations, shall be formalised with the conclusion of the Track Access Agreement, or with its integration, if the Dangerous Goods transport authorisation is issued during the term of the Contract.

- **Assistance in special train circulation and test runs:** FERROVIENORD, provides assistance to the railway circulation of special trains and test runs of rolling stock of the Railway Undertaking. The special train service consists of:
 - drawing up the schedule for forwarding trains carrying out exceptional transport operations and issuing the authorisation for the movement of such trains
 - monitoring transport traffic and, where required, providing a technical escort for the train with FERROVIENORD personnel
 - making any necessary adjustments to the infrastructure to allow the special train to run.

If the RU intends to carry out exceptional transport, exceeding the weight or gauge of the network performance characteristics described in the PIRWeb portal, it shall apply to FERROVIENORD for an authorisation to run special trains. The request for a path related to the above-mentioned exceptional transport must be made after FERROVIENORD has issued the authorisation.

5.5 AUXILIARY SERVICES (Update June 2020)

At the request of the Railway Undertakings, FERROVIENORD may provide the following auxiliary services without any obligation and subject to free agreement to be implemented in accordance with criteria of fairness, transparency and non-discrimination:

- **Access to the telecommunications network:** Concerning the communications network, refer to chapter 3.5.3.3.
- **Provision of additional information:** the service consists in the provision, at the Railway Undertaking's request, of additional information to that already included in the Minimum Access Package (including commercial or promotional information). The services available include:
- **Information services:** at the RU's request, and with regard to the running of its trains, FERROVIENORD shall provide further access to the various modules of the information system, under the conditions specified in chapter 6.3.4.
- **Technical inspection of rolling stock:** FERROVIENORD does not provide technical inspection services for rolling stock.
- **Specialized heavy maintenance services:** FERROVIENORD does not offer specialised heavy maintenance services for trains and does not have any such maintenance centres.

6. CHAPTER 6 TARIFFS AND PERFORMANCE REGIME (Update September 2022)

6.1 INTRODUCTION (Update June 2020)

The ART pursuant to art. 37 Legislative Decree no. 201/2011 and art. 13 of Legislative Decree no. 112/15 defines the general regulatory guidelines relating to the fees for the minimum access package and the services not included therein.

6.2 TARIFF SYSTEM (Update March 2021)

FERROVIENORD's tariff system is determined in accordance with the provisions of Legislative Decree. 112/2015 and has been declared by the ART, by its own resolution no. 31 of 11 March 2021, to be compliant with the criteria specified in ART resolution no. 139/2019 and the requirements specified in ART resolution no. 193/2020.

6.3 TARIFFS AND PERFORMANCE REGIME (Update September 2022)

The fees for access to the railway infrastructure (PMdA) and the rates for all services (extra PMdA) provided within the facilities managed directly by FERROVIENORD, as well as those relating to the services offered by FERROVIENORD for the 2022– 2023 service timetable, were adjusted by applying the inflation rate forecast for 2023 (1.4%) to the 2021-2022 rates, in accordance with the provisions of resolution ART no.141/2022. These fees and rates may be amended in 2023 when drawing up a new tariff proposal in accordance with the current regulatory framework, or updated according to the indexation criteria that will be indicated by the Transport Regulatory Authority.

6.3.1 MINIMUM ACCESS PACKAGE TARIFFS (Update September 2022)

In exchange for payment of the usage fee, FERROVIENORD shall provide the Railway Undertaking with the services indicated in the paragraphs of the previous section. The RU shall pay FERROVIENORD a charge equal to 50% of the path charge, with a minimum threshold of € 1,000.00 (one thousand/00), in the event the processing of the railway infrastructure capacity applications in terms of paths, for the purpose of entering into a Track Access Agreement, is not followed by actual rail traffic.

The fee was determined consistently with the regulatory measures prescribed by ART (Resolution 96/2015 and Resolution 139/2019) and with that determined by RFI for the national network, declared by ART to be compliant with the aforementioned prescriptions (Resolution 75/2016), appropriately simplified and adjusted to the specific technical and commercial characteristics of FERROVIENORD's regional network. The toll is calculated as the sum of two components A and B: $TOLL = A+B$

- component A related to the wear and tear of the infrastructure (track and contact line);
- component B related to the ability to pay of the market segments, simplified for the characteristics of the FERROVIENORD network.

• COMPONENT A - INFRASTRUCTURE WEAR

Component A of the toll is divided into three additive sub-components A1, A2, A3:

- $A = A1weight + A2speed + A3contact\ line$
- sub-component A1 correlates track wear to the blocked weight classes of the train;
- sub-component A2 correlates track wear to the train running speed classes;
- sub-component A3 is related to the wear of the catenary contact line.

Each sub-component is calculated from the product of a unit tariff (broken down by classes) for the kilometres travelled. The value of component A is then given by the following formula: $A = (TA1 + TA2 + TA3) \times km$

Component	Type of traffic	€/km
Component TA1	Up to 500 t	0.0635
	Over 500 t	0.1889
Component TA2	Up to 90 km/h	0.0586
	Over 90 km/h	0.0586
Component TA3	Electric traction	0.0434
	Diesel traction	0.000

• COMPONENT B - MARKET SEGMENT

Component B of the toll is related to the ability to pay of market segments. The value of component B can be calculated from the product of a unit tariff, broken down by market segment, simplified for the FERROVIENORD network, for the kilometres travelled, according to the following formula: $B = TB \cdot km$

Service	Component B
SFR trains	2.4924
SFR extra trains	2.7416
Freight Trains	2.9909

6.3.2 TARIFFS FOR GUARANTEED ACCESS RIGHTS FACILITIES AND SERVICES PROVIDED IN THESE AREAS (Update September 2022)

Passenger stations, with regard to functional facilities for travel information systems and adequate space for ticketing services and other functional facilities necessary for railway operations.

The cost for the use of areas intended for the use of the Railway Undertaking at stations shall be subject to an annual fee determined in accordance with the following table:

7. ticket office areas and functional facilities

TYPE OF STATION	Tariff
A station with only one track	280.09 €/sqm
B station with two tracks	285.64 €/sqm
C station with three tracks	292.15 €/sqm
D station with four or more tracks	292.45 €/sqm
E underground station	326.95 €/sqm
F junction stations	339.46 €/sqm

8. areas intended for the use of automatic railway ticketing machines and ticket validators

TYPE OF STATION	Tariff
A station with only one track	259.91 €/sqm
B station with two tracks	265.47 €/sqm
C station with three tracks	271.98 €/sqm
D station with four or more tracks	272.27 €/sqm
E underground station	306.78 €/sqm
F junction stations	319.28 €/sqm

9. information desks and hall (queue and island spaces)

TYPE OF STATION	Tariff
A station with only one track	250.73 €/sqm
B station with two tracks	250.73 €/sqm
C station with three tracks	250.73 €/sqm
D station with four or more tracks	250.73 €/sqm
E underground station	250.73 €/sqm
F junction stations	250.73 €/sqm

The classification of the stations according to the various types is reported on the PIRWeb portal in a special annex.

Specific requests by the Railway Undertaking to FERROVIENORD for extraordinary infrastructure changes and interventions, works, supply of furnishings, etc. shall be carried out by FERROVIENORD and paid for by the Railway Undertaking. The fee will be determined from time to time depending on specific offer.

6.3.3 TARIFFS FOR COMPLEMENTARY SERVICES (Update September 2022)

Traction electricity

The fee shall be commensurate with the documented procurement costs incurred by FERROVIENORD. Relations between FERROVIENORD and Railway Undertakings are governed in detail by the individual Track Access Agreements. Costs incurred for traction electricity subject to adjustment are estimated flat rate for 2023 at 0.9 €/Kwh. Assumptions referred to path with fully loaded and empty material.

The management and administration charges due to FERROVIENORD for the provision of complementary services shall be quantified at 0.5% (zero point five) of the cost of the electric traction energy.

Pre-heating and air-conditioning of passenger trains.

The costs shall be included in the overall cost referred to in the preceding paragraph, without prejudice to the necessary allocation between different Railway Undertakings.

Assistance to Persons with Reduced Mobility.

The amount due to FERROVIENORD by the Railway Undertaking for assistance services to persons with reduced mobility shall be quantified as follows:

TYPE OF SERVICE	TARIFF
Intervention with trolley for disabled person in autonomous manned station:	20.61 €/intervention
Intervention with a trolley for disabled people in an unmanned station:	38.03 €/intervention
Accompanying persons with reduced sensory mobility	30.93 €/intervention

Monitoring trains carrying dangerous goods.

The tariff for the service is 0.5839 €/km.

Assistance in special train circulation and test runs

The charge for running special trains, referred to in clause 5.4, shall be **507 €/authorisation**.

6.3.4 TARIFFS FOR AUXILIARY SERVICES (Update September 2022)

Provision of additional information.

The tariffs for access services to the telecommunications network, information systems and software tools for monitoring train movements and localisation are as follows:

Type of user	Tariff
SCCT_TRAIN_DESCRIBER application Milan Branch	493 €/User month
SLT application for locating Iseo Branch trains	493 €/User month
Report V2 application to obtain information regarding: the punctuality index at 5, 7, 10 minutes, train circulation trend,	123 €/User month
SCCT_OGNI_30_MINUTI application to obtain train information by selecting the relevant section	62 €/User month
245_CAUSE_FN application for real-time information on delayed and affected trains with respect to the cause	62 €/User month
M245 contradictory application, which allows the allocation, saving and subsequent data query through dedicated reports, of delays accrued by trains running on the FERROVIENORD network	123 €/User month
Access to data stream for use of circulated monitoring software (Planet license) *	246 €/month full stream *

*the costs of initial installation, hardware and back-end development must be added upon presentation of an estimate.

In the Minimum Access Package, at no additional cost for the Railway Undertaking holding the Access Agreement, a minimum number of software users and free access to and use of the data stream are guaranteed. Refer to the following table for details

INFORMATION SERVICE	MINIMUM USERS INCLUDED IN THE CONTRACT
SCCT_TRAIN_DESCRIBER Milan Branch	1 every 5Mln train/km
SLT Application Iseo branch	1 every 1Mln train/km
Report V2(SCCT_REPORT_V2, SCCT_STAT_V2, SCCT_IP5)	1 every 5Mln train/km
SCCT_OGNI_30_MINUTI	1 every 5Mln train/km
245_CAUSE_FN	1 every 5Mln train/km
M245 Contradictory	1 every 5Mln train/km

The fee for additional communications to the public and advertising campaigns is determined on a case-by-case basis according to the characteristics of the services requested.

The services that can be requested in this area are:

- Additional public communication (Advertising campaigns) on Teleindicators: **2 €/station/day**;
- Posting of posters at manned facilities (Advertising campaigns): **62 €/facility**;
- Posting of posters in an unmanned facility (Advertising campaigns): **123 €/facility**.

6.3.5 OTHER TARIFFS (Update September 2022)

Tariffs for the clearing of the infrastructure, in case of use of a third party, which has not caused the obstruction.

The parties carrying out the clearing operation are required to produce a detailed document indicating the overall tariff and explaining the individual cost items. The IM, after acquiring the documentation referred to in the preceding paragraph from the party carrying out the operation, shall forward it to the RU responsible for the event, which shall be obliged to pay it to the IM, which, having obtained the payment from the RU responsible for the event, shall reimburse the party carrying out the operation. To this amount should be added a sum of 7% for administrative costs.

Opening and enabling of closed or unmanned facilities and/or lines

The charge shall be determined from time to time on the basis of the characteristics of the services requested and shall be based solely on the actual costs incurred by the IM.

Other requests

Any requests for additional services by the Railway Undertaking to FERROVIENORD shall be quantified by FERROVIENORD in an estimate. The major services requested will be provided against quote and order confirmation. To this amount should be added a sum of 7% for administrative costs.

6.4 PERFORMANCE REGIME (Update June 2021)

In compliance with the provisions of Legislative Decree no. 112/2015 implementing EU Directive 34/2012, and ART Resolutions 70/2014, 76/2014, FERROVIENORD adopts a performance quality incentive mechanism called "Performance Regime". The system was successfully piloted during the years 2016, 2017 and 2018 with full involvement of the concerned Railway Undertakings. For the years 2019, 2020, 2021 and 2022, in the event of circulation on the FERROVIENORD network of a single Railway Undertaking or several non-

interfering companies, the Track Access Agreement shall provide for the payment of penalties/incremental charges, not applied, for each minute of delay of the trains involved outside the pre-established punctuality limits, up to a maximum amount of **2.00 €/minute**. The charges corresponding to the aforementioned Performance Regime shall be applied, instead, in all cases in which the failure to meet the traffic targets specified in the contracts with the RUs also involves third-party Railway Undertakings.

FERROVIENORD or the Railway Undertaking shall also be liable for all cancellations, including partial cancellations, made during operation management for reasons attributable to its responsibility.

FERROVIENORD makes all the necessary data from the Performance Regime System accessible to Railway Undertakings, as well as the view, by means of shared information systems, of circulating trains and causes of delays.

FERROVIENORD's train circulation monitoring system also makes it possible to

- Quantify the regularity and punctuality indicators pursuant to the Authority's Resolution no. 16/2018;
- Quantify KPIs and penalties, divided by subject and non-subject CoS services;
- Access the traffic monitoring computer systems, also in respect to the entrusting bodies holding a Service Contract.

6.5 REPORTING, INVOICING AND PAYMENT

6.5.1 BILLING STATEMENT (Update September 2022)

FERROVIENORD shall report to the Railway Undertakings on a monthly basis the amounts deriving from the Track Access Agreement for invoicing purposes. The fee of the minimum access package, determined in application of the ART Resolutions no. 96/2015, no. 139/2019 and no. 193/2020, is subject to the application of the 1% surcharge, for the purpose of financing ANSFISA pursuant to Article 15, paragraph 2, letter b), of Legislative Decree no. 50 of 14 May 2019, net of energy consumption.

Railway Undertakings providing passenger transport services

With reference to the fee-based services (attributable to the Minimum Access Package and Other Services) will be issued:

- monthly invoices for an amount equal to 85 % of the average monthly value of the services budgeted;
- on a quarterly basis, adjustment invoices or credit notes, deriving from the difference between the services provided in the final invoice and the services invoiced in advance.

By way of information, in respect of the year 2022, the services provided under the Track Access Agreement and invoiced on in advance were as follows: toll, ANSFISA contribution, traction electricity reimbursement, electricity contract administration and management, hire of information systems to the RU by the IM.

With reference to the services provided for in the Access Agreement and requested by the Railway Undertaking, the following shall be issued:

- monthly invoices for 100% of the services;
- on a quarterly basis, adjustment invoices or credit notes, deriving from the difference between the services invoiced and those yet to be invoiced.

Railway Undertakings providing freight transport services

With reference to the fee-based services (attributable to the Minimum Access Package and Other Services) will be issued:

- monthly invoices for 85% of the services budgeted;
- on a quarterly basis, adjustment invoices, deriving from the difference between the final amount and the amount on account.

By way of information, for the year 2022, the services provided for in the Access Agreement and invoiced on an estimated fee basis were: toll, ANSFISA contribution, monitoring trains carrying dangerous goods, traction electricity reimbursement, administration and management of the electricity contract.

With reference to the services provided for in the Access Agreement and requested by the Railway Undertaking, the following shall be issued:

- on a quarterly basis, invoices for 100% of the services;
- on a quarterly basis, adjustment invoices or credit notes, deriving from the difference between the services invoiced and those yet to be invoiced.

6.5.2 PAYMENT

The Railway Undertaking must make payment of the invoices within 60 (sixty) calendar days from the date of issue. In the event of late payments, in accordance with article 5 of Legislative Decree 231/2002, the RU shall be required to pay FERROVIENORD the default interest equal to the EURIBOR rate, as published every six months in the Official Journal of the Italian Republic by the Ministry of Economy and Finance.

APPENDICES TO CHAPTERS

The main changes to the contents made in the NS 2022, September 2022 edition ver.0, are showed in the table under the index.