

# **Model Capacity Agreement 2024**

**between**

**[Applicant]  
and  
ProRail B.V.**

*For information purposes: a capacity agreement is only concluded in the Dutch language*

Reference: [doc no.]  
Date: 2 February 2024  
Versie: 1.0  
Status: final

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**The undersigned:**

- [Applicant], with its registered office in [place name], duly represented according to the trade register by [signatory 1], [position 1], hereinafter called Applicant;

and

- ProRail B.V., with its registered office in Utrecht, duly represented according to the trade register by Mr B.P.A. Bakker, Capacity Management Director, hereinafter called Infrastructure Manager;

jointly called the Parties;

**whereas:**

1. Infrastructure Manager is charged with the management of the Main Railway Network and the associated railway infrastructure in the Netherlands, currently under the management concession granted on 15 December 2014 and taking effect on 1 January 2015.
2. Infrastructure Manager within the framework of the management concession is responsible for the quality, reliability and availability of the Main Railway Network, for distributing capacity and for directing traffic over the Main Railway Network, as determined in the Spoorwegwet (Railway Act) and further defined in the management concession.
3. Infrastructure Manager additionally manages a number of other railways and rail-related infrastructure facilities.
4. Applicant is entitled under article 57 Spoorwegwet to enter into a Contract of use as referred to in article 59 Spoorwegwet.
5. Applicant under article 27(2) Spoorwegwet does not have access to the Main Railway Network.
6. Applicant [*optional*: further to a previous agreement] wishes to apply for and acquire capacity for the carriage of passengers or freight by means of rail transport services;
7. The Parties wish to specify in this Capacity Agreement their relationship in relation to the acquired and to be acquired capacity of the main railway network and the services to be provided therewith.

**The Parties agree as follows:****Article 1 Definitions**

- a. General Terms and Conditions: the General Terms and Conditions Contract of Use ProRail 2024, edition 31 May 2023, as included in Appendix A.
- b. Operational Conditions: the Operational Conditions as contained in sections 3.4 and 6.2 of the Network Statement.
- c. Betuweroute: the railway as defined in appendix 2 of the Network Statement (glossary), under the term Betuweroute.
- d. Appendix: the appendix designated by a number or letter belonging to and forming an integral part of this Capacity Agreement, unless otherwise provided.
- e. Capacity Agreement: the present agreement.
- f. Track Access Charge: the charge as defined in appendix 2 of the Network Statement (glossary), under the term Track Access Charge.
- g. Applicant: the Applicant as referred to in article 57(1) in conjunction with (2) letters b or c Spoorwegwet.
- h. High Speed Network: the main railway infrastructure as referred to in article 1 in conjunction with article 2 Besluit HSL-heffing 2015.
- i. Main Railway Network: the main railway network as referred to in article 1(1) Spoorwegwet.
- j. HSL Levy: the charge referred to in article 62(6)(d) Spoorwegwet and article 3 Besluit HSL-heffing 2015, in respect of the High Speed Rail Network.
- k. 2024 Timetable: the timetable during the period from Sunday 10 December 2023 to Saturday 14 December 2024.

- l. Network Statement: the Network Statement 2024 issued by Infrastructure Manager, including supplements thereto, published on the day preceding the day of signing of this Capacity Agreement.
- m. TCR: scheduled temporary capacity restrictions.

## **Article 2 Scope of application, ranking**

### 2.1 Scope of application

The scope of operation of this Capacity Agreement extends over the Main Railway Network [*optional*: excluding the Betuweroute], [*optional*: excluding the High Speed Rail Network<sup>1</sup>].

### 2.2 Coherence and ranking of Capacity Agreement and contract documents

The following Contract Documents set out in relation to each other the rights and obligations of the Parties under this agreement:

- a. the Capacity Agreement signed by the Parties;
- b. the General Terms and Conditions (Appendix A);
- c. the Capacity Allocation Document for the 2024 Timetable (Appendix 1);
- d. the Operational Incident Agreements (Appendix 2);
- e. *optional*: Generic Delivery Terms and Conditions for Information and ICT Services (Appendix 3);
- f. *optional*: Agreements on implementation Besluit HSL-heffing 2015 (Appendix 4);

If contract documents conflict with each other, the above descending ranking applies.

### 2.3 Ranking Network Statement and Capacity Agreement

In the event of a conflict between a provision of the Capacity Agreement and the provisions of the Network Statement, the provision of the Capacity Agreement shall prevail insofar as Infrastructure Manager is authorised to deviate from the provisions of the Network Statement.

## **Article 3 Services and Track Access Charges**

### 3.1 No access to the Main Railway Network

The Capacity Agreement is a contract of use within the meaning of article 57 Spoorwegwet. The statutory provisions applicable to contracts of use and the rights and obligations associated therewith shall, in respect of rights and obligations within the scope of this Capacity Agreement, apply in full also to this Capacity Agreement, subject to express deviations agreed in this Capacity Agreement. Applicant complies with the provisions of article 27(2) Spoorwegwet and therefore has no access to the Main Railway Network.

### 3.2 Capacity

For the term of this Capacity Agreement, Infrastructure Manager shall make available to Applicant the capacities of the Main Railway Network as described in Appendix 1 as well as the additional capacities to be further agreed with Infrastructure Manager under the application of chapter 4 and section 7.3.5.3 of the Network Statement, which according to article 2.1 fall within the scope of this Capacity Agreement.

### 3.3 Designation of railway undertaking

For the use of railway vehicles on the Main Railway Network, Applicant shall notify the Infrastructure Manager at least 30 days before the traffic day which railway undertaking shall use Applicants capacity. Only one railway undertaking can be designated per train path.

As regards the stabling of rail vehicles, Applicant shall notify the Infrastructure Manager no later than 30 days before stabling, which railway undertaking shall make use of Applicants stabling capacity, or notify Infrastructure Manager before the start of the timetable year which railway undertaking(s) shall make use of Applicants stabling capacity.

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<sup>1</sup> *If the High Speed Rail Network is excluded then articles 3.6, 4.2 and Appendix 4 may be omitted.*

The allocated capacity shall lapse if Applicant has not notified the Infrastructure Manager at least 30 days before the traffic day, 30 days before stabling, or before the start of the timetable year, which railway undertaking(s) shall make use of Applicants allocated capacity.

### 3.2 Track Access Charges 2023 and 2024

For the period from 10 December 2023 to 31 December 2023, the Track Access Charges shall be calculated on the basis of the rates and methods as applicable on 9 December 2023 and as contained in the applicable Network Statement 2023. For the period from 1 January 2024 to 14 December 2024, the Track Access Charges shall be calculated as described in the remainder of this article.

### 3.5 Service packages

The services provided by Infrastructure Manager to Applicant include the following service packages:

#### Service package 1: Minimum Access Package

<b>Train path</b>
The handling of capacity requests, reservation of capacity and provision of information for train paths as set out in section 5.3.1, under the heading "description", capacity allocation, under a, b and c, and Chapter 4 of the Network Statement.
The charge for use of train paths including the handling of requests for capacity on the Main Railway Network and provision of information is stipulated in section 5.3.1 of the Network Statement. The costs for using the Main Railway Network for train paths are charged to the railway undertaking using the Main Railway Network.

In doing so, Applicant uses the following applications, publications and/or reports<sup>2</sup>:

<b>Service</b>	<b>Service as described in Network Statement (appendix 23)</b>	<b>Number of accounts</b>
RailMaps	23-1	-
DONNA	23-9	-
Orderportaal	23-10	
RMS Client (Rail Management System)/Feniks	23-13	
Information on TCRs (via BTD-planner)	23-14	-
Information on TCRs (via Buitendienststellingskaart)	23-14	-
Information on TCRs (via BTD-planner report)	23-14	-
Buitendienststellingsdossiers	23-15	
Train Number List (TNR)	23-16	-
Publication of capacity requests (according to TSI TAF/TAP standard)	23-27	
Planning & performance information (according to TSI TAF/TAP standard)	23-27	

#### Service package 2: Service Facilities and services supplied in these facilities

<b>optional: Marshalling yards</b>
The handling of capacity requests and the reservation of capacity for the purpose of (facilities at) <u>marshalling yards</u> as provided for in section 7.3.5.3 of the Network Statement.
Applicant requests stabling capacity and designates railway undertaking(s) to use the allocated stabling capacity. Applicant pays Infrastructure Manager for the allocated stabling capacity that can be used by railway undertakings.

<sup>2</sup> Only include services that are purchased.

The rate for the reservation of capacity for stabling and shunting as determined in section 7.3.5.2.1 of the Network Statement per minute per metre amounts to:

Type marshalling yard / track	Rate per minute (per track)
All marshalling yards except the splitting tracks at Kijfhoek	€ 0.04420 + € 0.0004284 x track length in metres
Splitting tracks at Kijfhoek marshalling yard	€ 0.04874 + € 0.0006784 x track length in metres

The costs, based on these rates, shall be charged to Applicant who requested and was allocated the capacity.

*optional: 3.6 High Speed Rail Network levy*

The HSL levy for the use of the High Speed Rail Network is determined based on the Besluit HSL-heffing 2015 and section 5.10.1 of the Network Statement.

*optional: 3.6 Compensation freight transport in case of disruptions or restrictions on the Havenspoorlijn*  
 Compensation for excessive disruption on the Havenspoorlijn is determined based on section 5.6.8 of the Network Statement.

*optional: 3.7 Compensation during Kijfhoek conversion*

Compensation for excessive nuisance during the Kijfhoek conversion shall be determined based on section 5.6.9 of the Network Statement.

**3.9 Financial sanctions and incentives**

The Parties agree to the following financial penalties and incentives:

*Capacity surcharge*

The capacity surcharge is calculated in accordance with section 5.6.5.1 of the Network Statement.

**3.10 Connection to the ICT services**

Connection to the ICT services	option	manner
ProRail and Applicant communicate via VPN connection	[Yes/No]	
ProRail and Applicant communicate via Common Interface	[Yes/No]	[RNE Software package (which Self-built)]

**Article 4 Invoicing**

**4.1 Invoicing Track Access Charge**

Infrastructure Manager shall invoice the (track access) charges in accordance with section 5.9 of the Network Statement. If Applicant, following invoicing by the Infrastructure Manager, on two consecutive occasions exceeds the period referred to in article 24(1) General Terms and Conditions by 5 days or more, Applicant shall pay the (track access) charge to the Infrastructure Manager for the remaining term of the agreement on the basis of advance invoices<sup>3</sup>. This means that from that time onwards, Infrastructure Manager shall send Applicant an advance invoice regarding the (track access) charge, being the estimated amount of the Track Access Charge that Applicant shall owe to Infrastructure Manager on a monthly basis for the month immediately following and the months thereafter during the term of the Capacity Agreement. The amount of the advance invoice shall be paid to Infrastructure Manager by Applicant before the first calendar day of the month to which the advance invoice relates. The amount of the advance invoice shall be offset against the amount that Applicant owes Infrastructure Manager on a monthly basis.

<sup>3</sup> In accordance with section 5.9 of the Network Statement in conjunction with article 23.7 of the General Terms and Conditions: In case of reasonable doubt as to the financial soundness, an advance invoice may be sent in accordance with article 23.7 of the General Terms and Conditions and Implementing Regulation 2015/10.

or

#### 4.1 Invoicing Track Access Charge

Infrastructure Manager shall invoice the (track access) charge in accordance with section 5.9 of the Network Statement in conjunction with article 23.7 of the General Terms and Conditions by advance invoice. Contrary to article 24.1 General Terms and Conditions, the Parties agree a payment term of two days for the first advance invoice<sup>4</sup>.

#### *optional:* 4.2 Invoicing HSL levy

Applicant shall pay the HSL levy in accordance with the Besluit HSL-heffing 2015 and section 5.10.1 of the Network Statement.

Applicant shall from 1 February 2024 owe the HSL levy over the time period from 10 December 2023 until 31 December 2023, to be determined by Infrastructure Manager in consultation with Applicant on the basis of a provisional settlement of a forecast or allocated number of train kilometres of Applicant on the High Speed Rail Network during the 2023 calendar year.

Applicant shall from 1 February 2025 owe the HSL levy over the time period from 1 January 2024 until 14 December 2024, to be determined by Infrastructure Manager in consultation with Applicant on the basis of a provisional settlement of a forecast or allocated number of train kilometres of Applicant on the High Speed Rail Network during the 2024 calendar year.

Final settlement shall follow when the HSL levy has definitively been set in accordance with the provisions of the Besluit HSL-heffing 2015. The categorisation of causes referred to in article 3 of the Besluit HSL-heffing 2015 is determined under application of the scheme set out in Appendix 4.

#### *optional:* 4.3 Purchase order number

Invoices from Infrastructure Manager in connection with the services, which are provided by Infrastructure Manager under this Capacity Agreement, shall always state the purchase order number [xxx] provided by Applicant, under which number invoices for such services shall be processed in Applicants records.

### **Article 5 Performance**

Infrastructure Manager strives to provide the agreed services and to inform Applicant in a timely manner about all that is important for the execution of the Capacity Agreement.

Applicant shall make every effort to timely inform Infrastructure Manager about everything that is important for the execution of the Capacity Agreement.

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<sup>4</sup> In case of reasonable doubt as to the financial soundness, an advance invoice may be sent in accordance with article 23.7 of the General Terms and Conditions and Implementing Regulation 2015/10.

## Article 6 General and Operational Conditions

### 6.1 General Terms and Conditions

This Capacity Agreement is governed by the General Terms and Conditions, without prejudice to the provisions by or under the Spoorwegwet and to the exclusion of other general terms and conditions.

### 6.2 Liability under articles 17, 18 and 19 of the General Terms and Conditions

The provisions of articles 17, 18 and 19 of the General Terms and Conditions shall apply mutatis mutandis to this Capacity Agreement, except that instead of 'Railway Undertaking' in those articles, should be read 'Applicant'.

### *optional:* 6.3 Different threshold amount per loss event

In deviation of article 18.5 and article 19.4 of the General Terms and Conditions, the stated threshold amount for claims for compensation is set at [€10,000 or €20,000] per loss event

### 6.4 Operational Conditions

The Operational Conditions apply to this Capacity Agreement as well as to the services to be provided thereby by the Infrastructure Manager.

## Article 7 Term

### 7.1 Term

This Capacity Agreement commences at 00:00 on Sunday 10 December 2023 and runs until 23:59 on Saturday 14 December 2024.

### 7.2 Termination by Applicant

In the cases referred to in article 27.3 of the General Terms and Conditions, Applicant may terminate this Capacity Agreement subject to a notice period of three months.

## Article 8 Contacts and contract management

### 8.1 Contacts in case of incidents

In case of train traffic incidents, alerting and handling shall take place according to the agreements listed in Appendix 2 using the contact details provided therein.

### 8.2 Contract manager

The Parties shall each appoint a contract manager for the execution of this Capacity Agreement:

	<b>Applicant</b>	<b>Infrastructure Manager</b>
Name		
Function		
Postal address		
Place		
Office address		
Place		
Telephone (landline)		
Telephone (mobile)		
Email		

Correspondence concerning the execution of this Capacity Agreement shall be addressed to the other party's contract manager, unless other officers have been agreed upon between contract managers for one or more subjects.

### *optional:* 8.3 Contacts

The Applicant and Infrastructure Manager representatives for the following files and topics are:

<b>File/Theme</b>	<b>Officers</b>	
	<b>Applicant</b>	<b>Infrastructure Manager</b>



ICT (communication relating to operations, updates and changes): Service A Service B		informatiediensten@prorail.nl

#### 8.4 Changes to contact details

The Parties shall promptly inform each other of any interim changes to the contact details listed in article 8 and/or Appendix 2 and 3.

### **Article 9 Applicable law and disputes**

#### 9.1 Applicable law

This Capacity Agreement is governed by Dutch law.

#### 9.2 Complaints and disputes

Complaints and disputes relating to the performance of this Capacity Agreement shall be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes of ProRail as included in appendix 4 of the Network Statement.

### **Article 10 Appendices**

Included in this Capacity Agreement are the appendices listed below.

- Appendix A: General Terms and Conditions
- Appendix 1: Capacity Allocation Document for the 2024 Timetable
- Appendix 2: Operational Incident Agreements
- *optional*: Appendix 3: Generic Delivery Terms and Conditions for Information and ICT Services
- *optional*: Appendix 4: Agreements on implementation Besluit HSL-heffing 2015

### **Signature**

Thus drawn up and signed,

[Applicant]

ProRail B.V.

[signatory 1]  
[position 1]

B.P.A. Bakker  
Capacity Management Director

## **Appendix A: General Terms and Conditions**

[include version 31 May 2023, [www.prorail.nl](http://www.prorail.nl)]

## Appendix 1: Capacity Allocation Document for the 2024 Timetable

The capacity allocation agreed between Applicant and Infrastructure Manager for the 2024 Timetable is defined as follows:




- For capacity in train paths and on stabling tracks: in the DONNA file with reference “20231210-BD-008 Definitieve Drgl 2024”.
- For capacity for weekly TCRs: BTD-planner, status as at 22 August 2023.
- For capacity for incidental TCRs: the following documents on the Logistics Portal :
  - Publication Capacity Allocation 2024 version 10/08/2023 appendix 1 list of incidental TCRs;
  - Publication Capacity Allocation 2024 version 10/08/2023 appendix 2 list of Traffic Studies;
  - Publication Capacity Allocation 2024 version 10/08/2023 appendix 3 list of Events.

All in accordance with that stated in ProRail's letters to Applicant dated 22 August 2023 with reference T201896409-1741637555-3519 and dated 10 August 2023 with reference T20160227-1504306846-972.

This agreed capacity did not apply the possibility of charging a surcharge for scarce capacity.

[insert letter]

## Appendix 2: Operational Incident Agreements

ProRail contact details			
<b>Contact for incident agreement</b>	Maikel Tenpierik, Incident Response Advisor, 088 231 5156, maikel.tenpierik@prorail.nl.		
<b>Rail control room back office (MKSBO)</b>	General telephone: 084 084 9500 Emergency telephone: 084 084 9550 Email: MKS@prorail.nl Email loading details: <a href="mailto:vertreksamenstellingen@prorail.nl">vertreksamenstellingen@prorail.nl</a>		
<b>On-call duty services ProRail</b>	<table border="1"> <tr> <td> <i>Field: Rail Duty Officer: (contact details available from MKSBO)</i>   <i>Office: Traffic Control Duty Officer (at traffic control post), Incident Response Duty Officer (084 084 9767), Rail Duty Officer (084 084 9860)</i> </td> <td>                     Rail Duty Officer:   </td> </tr> </table>	<i>Field: Rail Duty Officer: (contact details available from MKSBO)</i>  <i>Office: Traffic Control Duty Officer (at traffic control post), Incident Response Duty Officer (084 084 9767), Rail Duty Officer (084 084 9860)</i>	Rail Duty Officer: 
<i>Field: Rail Duty Officer: (contact details available from MKSBO)</i>  <i>Office: Traffic Control Duty Officer (at traffic control post), Incident Response Duty Officer (084 084 9767), Rail Duty Officer (084 084 9860)</i>	Rail Duty Officer: 		
<b>Safety research</b>	Area safety advisor. Contact via <a href="mailto:veiligheid.wachtdienst@prorail.nl">veiligheid.wachtdienst@prorail.nl</a>		
<b>Alarm</b>	Primarily, incidents are alerted through the responsible railway undertaking. In incidental cases, it may be necessary to contact Applicants on-call service.		
Other contact details Applicant			
<b>General contact emergency agreements</b>	Contact details: [name, email, phone]		
<b>Safety expert</b>	Contact details: [name, email, phone]		
On-call service:			
<b>Contact on-call service</b>	Contact details: [name, email, phone]		
<b>Email address for bulletins CMBO</b>	[Email address]		
<b>Further agreements</b>	The on-call services of Applicant coordinate with the on-call service of the railway undertaking. The primary contact is between the on-call service of the railway undertaking and ProRail. If required, contact can be made with on-call service of Applicant or Rail Duty Officer (via Rail Control Room).		

*optional:* **Appendix 3: Generic Delivery Terms and Conditions for Information and ICT Services**

## 1. Introduction

This document contains the generic terms of delivery regarding the provision of Information and ICT services to Applicants set out in the Capacity Agreement. This document describes the agreements on services. The document is part of the Capacity Agreement 2024.

## 2. Services

### 2.1 Service desk

Problems and questions regarding the service can be reported to the numbers and contact details below. Changes to contact details shall be communicated by letter or email.

When reporting an incident, the following information shall be provided:

- Name of the application and or data delivery.
- Description of the incident.
- Estimate of the size/priority of the problem.
- Name and phone number of the contact.
- Workstation number of where the incident was experienced (if applicable).

Information service	Service desk	Available	Telephone number
RMS Client	ProRail Service Desk	7 x 24 hrs	088 231 7100
BTD-planner reports	Central Service Desk (CSD)	Working days between 08:00 and 18:00	088 231 2600
Orderportaal	Rail Control Room (MKS)	7 x 24 hrs	084 084 9500
BTD-planner Publication of capacity requests (according to TAF/TAP TSI standard) Planning and performance information (according to TAF/TAP TSI standard)	Central Service Desk (CSD)	7 x 24 hrs	088 231 2600

The breakdown services listed here mainly respond to telephone complaints. Reports can be made by email is possible, but only for non-urgent incidents/disruptions. Disruptions and non-urgent incidents can be reported to [servicedesk.prorail@prorail.nl](mailto:servicedesk.prorail@prorail.nl).

Please note: For all Information and ICT services offered through an application, if you experience access problems, you must first contact the ProRail Service Desk on 088 231 7100. You will be transferred to the Central Service Desk outside office hours.

### 2.2 Availability of the service

Infrastructure Manager makes every effort to achieve the following availability rates. The percentages are stated by period.

Information service	Availability% <sup>5</sup>	Period
BTD-planner Orderportaal Publication of capacity requests (according to TSI TAF/TAP standard) Planning & performance information (according to TSI TAF/TAP standard)	98%	per month

<sup>5</sup> Refers to the availability of the application as provided by Infrastructure Manager, dependencies such as availability of Internet and IT infrastructure at Applicant are not included in this.

Information service	Availability% <sup>5</sup>	Period
BTD-planner reports RMS Client	95%	per month

## 2.3 Prioritisation of incidents

### 2.3.1 Prioritisation of applications

Application disruptions are prioritised as a priority 1, 2 or 3 to resolve the disruption. Priority is determined by the urgency and impact of an incident. The starting point for initial prioritisation is user perception. The table below sets out the priority distribution.

Impact	Alle gebruikers	Een volledig deel van de gebruikers-organisatie	Individuele gebruiker
Urgentie			
De functionaliteit is volledig onbeschikbaar (*). Het bedrijfsproces ondervindt ernstige hinder.	Prio 1		
De functionaliteit is gedeeltelijk onbeschikbaar (**). Het bedrijfsproces ondervindt hinder.	Prio 2	Prio 2	Prio 3
De functionaliteit is aangetast maar nog wel beschikbaar (***). Het bedrijfsproces ondervindt lichte hinder.	Prio 2	Prio 3	Prio 3

(\*) or this is perceived as such.

(\*\*) core tasks can be performed (secondary tasks not or less so)

(\*\*\*) work can be done less efficiently (slow, fewer printers so longer queues).

Only priority 1 incidents affect the availability rate.

Priority 1 is a high-impact incident that causes a service to become non-operational and there is no way around the incident. Infrastructure Manager makes every effort to resolve disruptions as quickly as possible according to the priority distribution.

### 2.3.2 Prioritisation of data delivery

Data delivery disruptions are prioritised as a priority 1, 2 or 3 disruption. The table below sets out the priority distribution.

Prioritisation of data delivery incidents	Description
1	The data has not been delivered (on time) or is incomplete and user experiences serious hinder (can only be reported by phone).
2	The data has not been delivered (on time) or is incomplete and user experiences hinder.
3	The data has not been delivered (on time) or is incomplete and user does not experience immediate, or only minor, hinder.

## 2.4 Response and function recovery time

Infrastructure Manager strives to adopt the following target standards for function recovery time and incident response time.

Information service	Response time <sup>6</sup>	Function recovery time*
BTD-planner Orderportaal Publication of capacity requests (according to TSI TAF/TAP standard) Planning & performance information (according to TSI TAF/TAP standard)	< ½ hour	p1. 80% < 2h, 90% < 8h, 99% < 16h p2. 80% < 8h, 99% < 48h p3. 80% < 16h, 99% < 60h  Function recovery is performed 24 x 7. Both function recovery time and response time are measured during the hours when the Service Desk is available.
BTD-planner reports RMS Client	< 2 hours	p1. 80% < 8h, 90% < 16h and 99% < 32h p2. 80% < 24, 99% < 60h p3. 80% < 24, 99% < 80h  Function recovery is performed during office hours (08:00-18:00). Both function recovery time and response time are measured during business hours. Incidents reported outside office hours are handled as if they were reported at the next opening time.

Response time means the time between the moment an incident is reported to the ProRail Service Desk and the first moment of contact between the ProRail Service Desk and the reporting party. This does not apply to incidents reported by email.

Function recovery time means the time between the moment an incident is reported to the ProRail Service Desk and the moment the user has his functionality back or accepts his partial functionality.

Urgent incidents shall always be reported by phone. Non-urgent incidents can also be emailed to servicedesk.prorail@prorail.nl. The response time (from receipt to registration) is approximately one hour for services managed by the Service Desk. For the CSD and MKS, incidents reported by email are always secondary to telephone reports. They do not apply fixed mail response times. After registration, the regular service level agreements apply.

## 2.5 Maintenance window

The maintenance window refers to the times when Infrastructure Manager may perform scheduled work on the service. Infrastructure Manager makes every effort to perform scheduled work within the maintenance window below. In case of possible and foreseeable impact for the railway undertaking or Applicant, the work shall be announced in advance.

Information service	Maintenance window <sup>7</sup>
BTD-planner	Mon - Sun 22:00-06:00
BTD-planner reports RMS Client	Mon - Fri during office hours 08.00-18.00
Order Portal	Mon - Sun 22:00-06:00, between morning and evening rush hour

<sup>6</sup> Applied within the set service times see section 3.2. Disruptions to Infrastructure Manager's IT infrastructure and disruptions to Applicants Internet and IT infrastructure are excluded from the aforementioned percentages.

<sup>7</sup> The times in the maintenance window are indicative, ProRail may deviate therefrom.

<b>Information service</b>	<b>Maintenance window<sup>7</sup></b>
Publication of capacity requests (according to TSI TAF/TAP standard) Planning & performance information (according to TSI TAF/TAP standard)	Mon - Sun 22:00-06:00.

The times in the maintenance window are guidelines. They may be deviated from in case of urgency.

In case of possible impact for users, the work shall be announced in advance. Guidelines for informing users about work in advance are:

- Scheduled / without urgency: at least 2 weeks.
- Scheduled / with urgency: 1 to 5 days.
- Unscheduled / high urgency: couple of hours to couple of minutes.

## **2.6 Continuity management**

Infrastructure Manager, in consultation with Applicant, shall strive to ensure that the continuity of the service and agreement arising from the Capacity Agreement or Capacity Agreement are maintained.

## **2.7 Change management**

Changes at the request of Applicant shall only be implemented by agreement between the Parties. It is for Infrastructure Manager to determine whether a change can and/or shall be realised and whether the change shall lead to additional costs for Applicant. Changes at the request of Applicant at its expense shall be recorded in writing in advance. All change requests shall be reported in writing to the Business Consultant of ProRail, see overview of contacts in the SLA. Communication on changes from Infrastructure Manager shall take place from product management or functional management.

## **3. Finances, invoicing and payment**

Infrastructure Manager keeps a user administration of all users of the services.  
The user administration as kept by Infrastructure Manager is leading for invoicing the services.

In case costs are invoiced for a service, the following (payment) conditions apply:

- Infrastructure Manager keeps a user administration of the Information and ICT services (including the number of accounts) purchased by Applicants as referred to in article 3.3. Changes to this shall not lead to an adjustment of the Capacity Agreement.
- Infrastructure Manager shall send a statement of charges in accordance with its user administration and shall receive an order number from Applicant and invoice the charge for the services to Applicant.
- Notwithstanding article 23.4 of the General Terms and Conditions, in the first quarter of the year, the charges are invoiced to Applicant based on Infrastructure Manager's user administration at the start of the timetable year, for the duration of the entire year. In doing so, the graduated scale, if applicable, shall be observed. In the fourth quarter a settlement takes place of changes that have taken place in the ICT and Information Services provided during the timetable year.
- All amounts in the Capacity Agreement are exclusive of VAT and based on price level 2023. The charge applies only to the service in accordance with the Capacity Agreement. The charge does not include amounts for making changes to the service and/or the scope (frequency) of associated services.
- Applicant shall pay the invoice to Infrastructure Manager within 30 days of receipt of the invoice (in accordance with article 24.1 General Terms & Conditions).
- For new subscriptions activated during a year, the subscription charges shall be invoiced pro rata for the remainder of that year. Any one-off connection costs shall always be charged in full.
- Subscriptions can be cancelled at any time, subject to 2 months' notice.



*optional:* **Appendix 4: Agreements on implementation Besluit HSL-heffing 2015**

[insert]