

Model Contract of Use 2024

between

**[Railway undertaking]
and
ProRail B.V.**

For information purposes: a contract of use is only concluded in the Dutch language

Reference: [doc no.]
Date: 6 December 2023
Versie: 1.0
Status: final

The undersigned:

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

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 allocating 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. Railway Undertaking is entitled under article 57 Spoorwegwet to enter into a Contract of Use as referred to in article 59 Spoorwegwet.
5. Railway Undertaking qualifies as a railway undertaking within the meaning of articles 1 and 27 Spoorwegwet, and in that capacity [following a previous agreement] wishes to apply for and acquire capacity for the carriage of passengers or freight by means of rail transport services and to [retain]/[obtain] access to the Main Railways operated by the Infrastructure Manager, to participate in rail traffic and to use the Main Railway Network for its rail traffic and transport-related operating processes.
6. In this Contract of Use, the Parties wish to further regulate their relationship as regards the acquired and to be acquired capacity of the Main Railway Network as well as in relation to the access to and use 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, included as 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 Contract of Use, unless otherwise provided.
- e. Service Facility: the service facility as referred to in article 1(1) Spoorwegwet.
- 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(paragraph 1 in conjunction with paragraph 2) Spoorwegwet.
- h. High Speed Network: the main railway infrastructure as referred to in article 1 in conjunction with article 2 Besluit HSL-heffing 2015 (HSL Levy Decree 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 the Infrastructure Manager, including supplements thereto, published on the day preceding the day of signing of this Contract of Use.
- m. Contract of Use: the present agreement.
- n. TCR: scheduled temporary capacity restrictions.
- o. Train: an assembly of one or more railway vehicles participating in rail traffic.

Article 2 Scope of application, ranking

2.1 Scope of application

The scope of application of this Contract of Use extends over the Main Railway Network and the Service Facilities [*optional*: excluding the Betuweroute], [*optional*: excluding the High Speed Rail Network¹].

The carriage of dangerous goods as referred to in the Regeling Vervoer over de spoorweg van gevaarlijke stoffen (Regulation for the carriage of dangerous goods by rail) [*optional*: [does / does not] belong to the operating activities of Railway Undertaking.

2.2 Coherence and ranking of Contract of Use 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 Contract of Use 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 Standard Weights and Train Types (Appendix 2);
- e. the Operational Incident Agreements (Appendix 3);
- f. *optional*: Generic Delivery Terms and Conditions for Information and ICT Services (Appendix 4);
- g. *optional*: Compensation schemes for replacement passenger transport in the event of TCRs (Appendix 5);
- h. *optional*: Agreements on implementation of Besluit HSL-heffing 2015 (Appendix 6);
- i. *optional*: Conditions and guidelines for use of shunting hump at Kijfhoek marshalling yard (Appendix 7).

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

2.3 Ranking Network Statement and Contract of Use

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

Article 3 Services and Track Access Charges

3.1 Access

During the term of this Contract of Use, the Infrastructure Manager shall make available to Railway Undertaking the capacities of the Main Railway Network described in Appendix 1 and such additional capacities as may be agreed with the Infrastructure Manager pursuant to chapter 4 and section 7.3.5.3 of the Network Statement. The Infrastructure Manager shall grant Railway Undertaking access to the Main Railway Network and the Service Facilities, which according to article 2.1 fall within the scope of this Contract of Use, as well as the right to use such Main Railway Network and the Service Facilities within the agreed 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 based on the rates and methods as applicable on 9 December 2023 and as contained in

¹ If the High Speed Rail Network is excluded then articles 3.5, 4.2 and Appendix 6 may be omitted.

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.

3.3 Service packages

The access to the Main Railway Network and the Service Facilities referred to in paragraph 1 include the following service packages as set out in sections 5.3 to 5.5 and 7.3 of the Network Statement with the associated rates:

Service package 1: Minimum access package

Train path	
The use of train paths according to the obtained right to train paths from the capacity allocation process, as determined in section 5.3.1 and Chapter 4 of the Network Statement.	
The rate for the use of train paths including the processing of requests for capacity on the Main Railway Network and the provision of information depends on the weight class of the Train and shall per train kilometre as determined in section 5.3.1 of the Network Statement amount to:	
Weight category of the Train	Rate (per train kilometre)
up to 120 tons	€0.4330
from 121 to 160 tons	€0.5413
from 161 to 320 tons	€0.6885
from 321 to 600 tons	€0.9570
from 601 to 1,600 tons	€1.5373
from 1,601 to 3,200 tons	€1.8534
from 3,201 tons	€2.0093
The standard weights and train types are stated in Appendix 2.	
optional²: Platforms	
The use of passenger platforms for the purpose of (dis)embarking of passengers as determined in section 5.3.2 of the Network Statement.	
The rate for the use of passenger platforms depends on the class of station where stops are made and the rate per stop as set out in section 5.3.2 of the Network Statement amounts to:	
Station class	Rate (per stop)
Stop	€0.09
Basic	€0.36
Plus	€0.87
Mega	€1.33
Cathedral	€2.52
optional: Tractive power supply	
The use of the tractive power supply systems as determined in section 5.3.3 of the Network Statement under the terms and conditions set out in appendix 24 of the Network Statement.	
The rate for the use of the tractive power supply systems as determined in section 5.3.3 of the Network Statement per kilowatt hour amounts to:	
Rate (per kilowatt hour)	
€0.022597	

In doing so, Railway Undertaking uses the following applications, publications and/or reports:³

² This service can only be purchased together with the train path service and the transfer facilities service at passenger stations.

³ Only include services that are purchased.

Service	Service as described in Network Statement (appendix 23)	Number of accounts
RailMaps	23-1	-
Wegwijzers voor krachtvoertuigpersoneel (WVK)	23-4	-
Tijdelijke Snelheidsbeperkingen (TSB)	23-6	-
DONNA	23-9	-
Orderportaal	23-10	
Mijn Treinen	23-48	
LOA Online (Lokale Order Aanvraag)	23-12	
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	-
GSM-R Voice Rail Safety	23-17	-
WLIS	23-20	
SpoorWeb	23-21	
VIEW ⁴	23-23	
Publication of capacity requests (according to TSI TAF/TAP standard)	23-27	
Planning & performance information (according to TSI TAF/TAP standard)	23-27	
Standard reports and provision of data on train service performance: - Standard traffic performance report - Standard monitoring report - Standard data delivery on traffic performance	23-32	-
Monitoring – Fiatteren	23-35	

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

optional⁵: Transfer facilities at passenger stations			
The use of and access to ProRail-managed transfer facilities at passenger stations (excluding platforms) as set out in section 7.3.2.2.1 of the Network Statement.			
The rate for access to and use of the transfer facilities per stop as determined in section 7.3.2.2.1 of the Network Statement amounts to:			
Station class	Rate (per stop)		
	Train stop code		
	A	B	C
Stop	€2.88	€7.53	€9.06
Basic	€3.94	€10.30	€12.39
Plus	€6.52	€17.04	€20.51
Mega	€8.34	€21.78	€26.22
Cathedral	€17.75	€46.37	€55.81
optional: Marshalling yards			
The use of services and facilities at marshalling yards as determined in sections 7.3.5.2.1, 7.3.5.2.3 to 7.3.5.2.10 and 7.3.5.3 of the Network Statement.			
The rate for the reservation of capacity for stabling and shunting and use of facilities present as determined in section 7.3.5.2.1 of the Network Statement per minute per metre amounts to:			

⁴ VIEW shall be replaced by SpoorViewer in the course of 2024.

⁵ This service can only be purchased together with the train path service and the platform service.

Type marshalling yard / track	Rate per minute (per track)
All marshalling yards except the splitting tracks at Kijfhoek	€0.03939 + €0.0005482 x track length in metres
Splitting tracks at Kijfhoek marshalling yard	€0.03939 + €0.0005482 x track length in metres

Rates are charged to Applicant who has been allocated the capacity.

optional: Kijfhoek shunting hump

The use of the shunting hump at the Kijfhoek marshalling yard for (hump) shunting or stabling as determined in sections 7.3.5.2.2 and 7.3.5.3 of the Network Statement. The conditions and guidelines for the use of the shunting hump for (hump) shunting or stabling are set out in Appendix 7.

The rate for the use of the Kijfhoek shunting hump is included in the rate for the stabling and shunting service for the splitting tracks at Kijfhoek marshalling yard as determined in section 7.3.5.2.1 of the Network Statement.

optional: Refuelling

The use of refuelling facilities as determined in section 7.3.10.2 of the Network Statement.

The charge for the use of refuelling facilities with delivery unit shall be levied by the Infrastructure Manager to the operator of such refuelling facilities as determined in section 7.3.10.2 of the Network Statement.

The charge for use of refuelling facilities without delivery unit is included in the rate for use of tracks for stabling as determined in section 7.3.5.2.1 of the Network Statement.

Railway Undertaking shall use the following system for this purpose:

Service	Service as described in Network Statement (appendix 23)	Costs per account	Number of accounts	Number of accounts without additional costs	Number of payable accounts	Costs total
KijfDis	23-41	-		-	-	-

Service package 3: Additional services

optional: Transport of electric tractive power		
The transport of electric tractive power as determined in section 5.4.1.1 of the Network Statement.		
The charge for the transport of electric tractive power is included in the rate for the use of the tractive power supply, as determined in section 5.3.3 of the Network Statement.		
optional⁶: Energy Collection Application (EVA)		
EVA facilitates the settlement of energy costs for the consumed tractive power by railway undertakings. This service involves collecting specific equipment information from railway undertakings and enriching realised traffic data with this specific equipment information as determined in section 5.4.2 of the Network Statement.		
The rate for the use of the EVA service as determined in section 5.4.2 of the Network Statement per kilowatt hour amounts to:		
<table> <tr> <th>Rate (per kilowatt hour)</th></tr> <tr> <td>€0.000384</td></tr> </table>	Rate (per kilowatt hour)	€0.000384
Rate (per kilowatt hour)		
€0.000384		

⁶ Include only if the tractive power supply service is purchased.

optional: Facilitation of extraordinary transport	
The facilitation of extraordinary transport as determined in sections 4.7 and 5.4.3 of the Network Statement.	
The charge for facilitating extraordinary transport is calculated in accordance with section 5.4.3 of the Network Statement and amounts to €206.24 per requested tailor-made scheme.	

Service package 4: Ancillary services

optional: Access to the telecommunications network and provision of additional information
Access to the telecommunications network and/or delivery of additional information as determined in sections 5.5.1, 5.5.2 and appendix 23 of the Network Statement through the following applications, publications and reports:

Service	Service as described in the Network Statement (appendix 23)	Costs per account	Number of accounts	Number of accounts without additional costs	Number of payable accounts	Costs total
Provision of tailor-made railway infrastructure data via Infra-Atlas	23-2	tailor-made				
Provision of GeoData	23-3	-				
FRISO (Flexible Rail Infra Simulation Environment)	23-7	€5,225				
Order Portaal (extra accounts)	23-10	€1,397				
GSM-R Handhelds	23-18	tailor-made				
GSM-R Other rail-related voice and data	23-19	tailor-made				
Spoorweb (extra accounts)	23-21	€3,530				
Provision of customised incident-related data	23-22	tailor-made				
VIEW (extra accounts) ⁴	23-23	€129				
MeekijkVOS	23-24	€2,287				
Punctuality map	23-26	-				
Provision of Planning & performance information (according to	23-28	€4,932 per connection				

the NL standard)						
Provision of Rolling Stock and Train Position Service (MTPS)	23-29	-				
RouteLint	23-30	€0.009675 per forecast train kilometre				
ORBIT	23-31	€0.008389 per forecast train kilometre				
Information on train service performance <i>optional:</i> 1) Tailor-made reports 2) Tailor-made provision of data 3) Tailor-made analyses	23-33	tailor-made				
TOON	23-34	€439				
Monitoring – Fiatteren (extra accounts)	23-35	€1,099				
Provision of various monitoring data from Quo Vadis and Hotbox systems 1) Provision of high values 2) Provision of all measurement data 3) Tailor-made reports	23-36	tailor-made				
Sherlock	23-37	tailor-made				

3.4 Mark-ups:

The rate per train kilometre for the levy of mark-ups depends on the weight class of the Train and the market segment and is as determined in section 5.3.4 of the Network Statement:

Weight category of the Train	Rate (per train kilometre)		
	Passenger transport services under a public service contract	Other passenger services	Freight transport services
Up to 120 tons	€0.0456	€0.0237	€0.0258
From 121 to 160 tons	€0.0571	€0.0296	€0.0323

From 161 to 320 tons	€0.0726	€0.0377	€0.0410
From 321 to 600 tons	€0.1009	€0.0524	€0.0570
From 601 to 1,600 tons	€0.1620	€0.0841	€0.0916
From 1,601 to 3,200 tons	€0.1954	€0.1014	€0.1104
From 3,201 tons	€0.2118	€0.1099	€0.1197

optional: 3.5 High Speed Rail Network levy

The HSL levy for the use of the High Speed Rail Network is determined based on 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.

3.8 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.

3.9 Performance scheme

The Parties agree on application of the following, in *[optional]* section 5.7.1 of the Network Statement (for passenger transport)/ *[optional]* section 5.7.2 of the Network Statement (for freight transport), performance scheme.

3.10 Connection to the ICT services

Connection to the ICT services	option	manner
ProRail and Railway Undertaking communicate via VPN connection	[Yes/No]	
ProRail and Railway Undertaking 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 Railway Undertaking, 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, Railway Undertaking shall pay the (track access) charge to Infrastructure Manager for the remaining term of the agreement based on advance invoices⁷. This means that from that time onwards, Infrastructure Manager shall send Railway Undertaking an advance invoice regarding the (track access) charge, setting out the estimated amount of the Track Access Charge that Railway Undertaking shall owe to Infrastructure Manager on a monthly basis for the month immediately following and the months thereafter during the term of the Contract of Use. The amount of the advance invoice shall be paid to Infrastructure Manager by Railway Undertaking 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 Railway Undertaking owes Infrastructure Manager on a monthly basis.

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 invoice⁸.

optional: 4.2 Invoicing HSL levy

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

Railway Undertaking 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 Railway Undertaking based on a provisional settlement of a forecast or allocated number of train kilometres of Applicants on the High Speed Rail Network during the 2023 calendar year.

Railway Undertaking 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 Railway Undertaking based on a provisional settlement of a forecast or allocated number of train kilometres of Applicants 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 6.

optional: 4.3 Purchase order number

⁷ 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 of Railway Undertaking, an advance invoice may be sent in accordance with article 23.7 of the General Terms and Conditions and Implementing Regulation 2015/10.

⁸ In case of reasonable doubt as to the financial soundness of Railway Undertaking, an advance invoice may be sent in accordance with article 23.7 of the General Terms and Conditions and Implementing Regulation 2015/10.

Invoices from Infrastructure Manager in connection with the services, which are provided by Infrastructure Manager under this Contract of Use, shall always state the purchase order number [xxx] provided by Railway Undertaking, under which number invoices for such services shall be processed in Railway Undertaking's records.

optional: 4.4 Track clearance

Invoices issued by Railway Undertaking in connection with the provision by Railway Undertaking of services to remedy a disruption in accordance with Article 14.1 of the General Terms and Conditions, shall always include the purchase order number **4098840** and the report card number, under which the disruption has been registered and which Infrastructure Manager provides at the time of the order for assistance. The invoice shall be submitted via crediteurenadministratie@prorail.nl.

Article 5 Performance

5.1 Performance Infrastructure Manager and Railway Undertaking.

Infrastructure Manager shall strive to ensure that the Main Railway Network is in good condition and suitable for the traffic or other use for which it is intended, which in any case means that the Main Railway Network can be safely and efficiently run on without excessive wear and tear on railway vehicles, and that the transfer facilities are accessible and socially safe. Railway Undertaking shall strive to use the Main Railway Network within the agreed capacity allocation with appropriate train compositions.

5.2 Information

The Infrastructure Manager and Railway Undertaking shall strive to inform each other in a timely manner of all matters relevant to the performance of the Contract of Use.

Article 6 General and Operational Conditions

6.1 General Terms and Conditions

This Contract of Use and the use by Railway Undertaking of the Main Railway Network and the Service Facilities falling within the scope of this Contract of Use in accordance with article 2.1 and the services to be provided by Infrastructure Manager in connection therewith are subject to the General Terms and Conditions, without prejudice to the provisions under or pursuant to the Spoorwegwet and to the exclusion of other general conditions.

optional: 6.2 Maximum amount per loss event

Supplementary to articles 18 and 19 of the General Terms and Conditions, it is agreed:

- a. That the maximum amount to be reimbursed to Railway Undertaking based on article 18 General Terms and Conditions per loss event as referred to in the General Terms and Conditions is, barring intentional and/or knowingly reckless acts, [€100,000,000 or €200,000,000⁹];
- b. That the maximum amount to be compensated to Infrastructure Manager pursuant to article 19 General Terms and Conditions per loss event as referred to in the General Terms and Conditions is, barring intentional and/or knowingly reckless act, [€100,000,000 or €200,000,000⁹].

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 Officers article 16 General Terms and Conditions

Officers of Infrastructure Manager to whom the exercise of the power referred to in article 16.1 General Terms & Conditions to give directions or carry out checks is assigned are:

- the members of the board;
- the Capacity Management Director;

⁹ Amounts in a and b are equal

- the Rail Duty Officer;
- Incidents Duty Officer;
- Rail Duty Officer;
- Traffic Control Duty Officer;
- the movements inspector;
- the traffic controller; and
- the incident officer.

These officers shall identify themselves upon first request by showing proof of identity.

optional: 6.5 Authorisation

In execution of article 10.5 of the General Terms and Conditions, Railway Undertaking authorises Infrastructure Manager to request from the competent authority in the Netherlands the documents issued by that authority relating to the authorisation of railway vehicles deployed or to be deployed by Railway Undertaking.

optional: 6.6 Permission to share information

- a. Infrastructure Manager and Railway Undertaking agree, with a view to improving the operational efficiency of the logistics chain, to integrate (inter)national traffic management information (via TIS) with systems of ProRail and any third parties (such as the Rotterdam Port Authority) to be further agreed. Railway Undertaking agrees that Infrastructure Manager:
 - makes information on estimated time of arrival by relevant Railway Undertaking train number at final destination available to operators, directly neighbouring rail terminals or company siding operators to optimise yard and rail terminal or company connection capacity in cooperation with Railway Undertaking;
 - in case of deviations from the original plan, makes information on estimated time of arrival per relevant Railway Undertaking train number at the final destination available to directly neighbouring rail terminals or company siding operators in order to optimise marshalling yards and rail terminal or company connection capacity in cooperation with Railway Undertaking. shall
- b. In order to provide the information referred to under a. to the operators, directly neighbouring rail terminals or company siding operators and any third parties to be agreed upon (such as the Rotterdam Port Authority), Infrastructure Manager may make the following data available:
 - realised arrival and scheduled arrival on ProRail-managed area based on original and current plan;
 - realised departure and scheduled departure on ProRail-managed area based on original and current plan;
 - realised border-in time and planned border-in time based on original and current plan;
 - planned and realised arrival track on ProRail-managed area;
 - planned and realised arrival departure on ProRail-managed area;
 - Infrastructure Manager and Railway Undertaking may make further arrangements for the sharing of (inter)national train information as set out in the TAF TSI.
- c. Infrastructure Manager shall ensure strict confidentiality of this information within the meaning of article 6 of the General Terms and Conditions with the neighbouring rail terminals or company siding operators referred to under a. and any further agreed third parties (such as the Rotterdam Port Authority) to whom the above information is made available.

6.7 Operational Conditions

This Contract of Use and the use by Railway Undertaking of the Main Railway Network and the Service Facilities falling within the scope of this Contract of Use in accordance with article 2.1 and the services to be provided by Infrastructure Manager are subject to the Operational Conditions, without prejudice to the provisions of or pursuant to the Spoorwegwet.

optional: 6.8 Sections Network Statement (Operational Conditions) not applicable

The Parties agree not to apply the provisions of [section 3.4.1 under the heading controlling the quality of rail vehicles] and [section 3.4.2] of the Network Statement.

optional: 6.9 WLIS

The Parties agree that Railway Undertaking shall implement the registration of RID wagons at marshalling yards through the WLIS system, as referred to in section 6.2.6 of the Network Statement.

optional: 6.10 Language regime of border route sections

- a. The Parties agree that drivers of Trains operated by Railway Undertaking shall be exempted from the language requirement of Dutch at B1 level for the term of this Contract of Use on the Venlo - German border route section only. Section 6.2.1 of the Network Statement and the procedure referred to therein for exempting language level (B1) drivers on cross-border route sections applies. This procedure can be found on the Logistics Portal.
- b. Infrastructure Manager may, by registered letter, terminate the exemption referred to under a. without prior notice of default and without judicial intervention, forthwith, in whole or in part, if Railway Undertaking imputably fails to comply with one or more provisions of the Train Drivers Directive 2007/59, Besluit Spoorwegpersoneel 2011 (the Railway Personnel Decree and Regulations 2011) and the procedure referred to under a. Termination in whole or in part of the provisions under a. shall not affect the validity of the other provisions of the Contract of Use.

optional: 6.11 Rail-road vehicle for the salvaging of stranded Trains¹⁰

In the event of a disruption to rail traffic, the Parties shall make every reasonable effort to remove the disruption as soon as possible and minimise the adverse consequences as much as possible (article 13 of the General Terms and Conditions and section 6.3.4 of the Network Statement). Infrastructure Manager has four authorised rail-road vehicles available along the A2 corridor (Amsterdam - Eindhoven) that can be deployed on this corridor (and, following a decision by the Infrastructure Manager's Rail Service Officer, also on adjacent route sections) to make an open track. Infrastructure Manager and Railway Undertaking shall apply the procedure set out in section 6.3.4 under the heading deployment of road-rail vehicles of the Network Statement.

optional: 6.12 Refund claim scheme in case of delay¹¹

Based on the Passenger Rights Regulation (EC) 2021/782 and its elaboration in the Algemene Voorwaarden stads- en streekvervoer 2015, de Algemene Voorwaarden voor het vervoer van Reizigers en Handbagage van de Nederlandse Spoorwegen (AVR-NS) en de Voorwaarden geld terug bij vertraging voor reizen bij NS (General Terms and Conditions applied by passenger RU's), Railway Undertaking shall refund (part of) the ticket to passengers and compensates passengers in certain circumstances in case of delay. If the cause lies in the Main Railway Network, Railway Undertaking shall be entitled to recover such compensation from Infrastructure Manager according to article 18.1 of the General Terms and Conditions.

In implementation of and in addition to article 18.2.a of the General Terms and Conditions and in order to avoid administrative burden, the Parties shall make the following agreements regarding the handling of passenger claims for compensation:

- a. Railway Undertaking shall settle claims for compensation based on the Passenger Rights Regulation (EC) 2021/782 and its elaboration in the current Algemene Voorwaarden stads- en streekvervoer 2015, de Algemene Voorwaarden voor het vervoer van Reizigers en Handbagage van de Nederlandse Spoorwegen (AVR-NS) en/of de Voorwaarden geld terug bij vertraging voor reizen bij NS 2023.. Claims shall be settled based on Railway Undertaking's own assessment and discretion;
- b. Within 6 months of the end of the calendar year, Railway Undertaking shall submit an overview of the total costs reimbursed to passengers in 2024, plus the costs of handling as referred to in article 17.5 of the General Terms and Conditions. With regard to the handling costs (including administration costs), Railway Undertaking may submit the actual costs incurred, provided that it is made sufficiently plausible that these costs were actually incurred for the handling of the claims as referred to under a;
- c. Railway Undertaking shall have the amount of costs submitted to ProRail reviewed by an independent external auditor. The external auditor shall issue an audit opinion in accordance

¹⁰ Only include if Railway Undertaking's safety management system has been modified to allow deployment of the rail-road vehicle.

¹¹ Inclusion only for parties that apply Algemene Voorwaarden stads- en streekvervoer 2015, de Algemene Voorwaarden voor het vervoer van Reizigers en Handbagage van de Nederlandse Spoorwegen (AVR-NS) en de voorwaarden geld terug bij vertraging voor reizen bij NS hanteren. Other parties may make a claim for compensation in accordance with article 18 of the General Terms and Conditions. For the purposes of 2021/782/EU, IenW is expected to make an exception for train services for historical and tourist purposes.

with what is stated in the first paragraph of article 6.12. The costs associated with the issue of this auditor's report shall be borne 50 per cent by Railway Undertaking and 50 per cent by Infrastructure Manager. By agreement, other arrangements may be made regarding proof of the submitted amount of costs incurred.

- d. Infrastructure Manager shall determine the percentage of disruptions attributable to the Main Railway Network within 4 months of the end of calendar year 2024. The percentage is determined by Infrastructure Manager by dividing the number of cancellations of Railway Undertaking trains booked in the Infrastructure Manager Cause Monitor by the sum of the number of cancellations of Railway Undertaking trains booked in the Infrastructure Manager or Railway Undertaking Cause Monitor (excluding weather and third parties).
- e. Infrastructure Manager shall reimburse Railway Undertaking for the part of the costs due to disruptions of the Main Railway Network. This amount shall be calculated by multiplying the percentage referred to in sub d by all costs referred to under b.
- f. Railway Undertaking shall not forward individual claims by passengers as referred to in this article to Infrastructure Manager.
- g. Infrastructure Manager shall make a payment under article 24 of the General Terms and Conditions.

optional: 6.13 Test runs

Railway Undertaking may conduct test runs to test the Main Railway Network at the request of ProRail. This involves test runs on the Main Railway Network. ProRail and Railway Undertaking shall make further arrangements for the performance of the test runs. The provisions in this Contract of Use and General Terms and Conditions (including those relating to liability) apply to these test runs.

optional: **Article 7 Compensation for TCRs**

The Parties agree that the conditions set out in sections 4.3.4, 5.6.6 [*optional:* and for freight transport also 5.6.7] of the Network Statement shall be applied, in accordance with the compensation scheme referred to in

- [*optional for freight transport*] sections 5.6.6 and 5.6.7 of the Network Statement.
- [*or optional for passenger transport*] section 5.6.6 and Appendix 5 included process agreement, procedural rules and the reimbursement list annual bus service costs. For the qualification of a work as newbuild or modernisation works, respectively, the method of financing the works from newbuild or from maintenance budget is decisive.

Article 8 Term

8.1 Term

This Contract of Use commences at 00:00 on Sunday 10 December 2023 and runs until 23:59 on Saturday 14 December 2024.

8.2 Termination by Railway Undertaking.

In the cases referred to in article 27.3 of the General Terms and Conditions, Railway Undertaking may terminate this Contract of Use subject to a notice period of three months.

Article 9 Contacts and contract management

9.1 Contacts in case of incidents

In case of train traffic incidents, alerting and handling shall take place according to the arrangements listed in Appendix 3 using the contact details provided therein.

9.2 Contract manager

The Parties shall each appoint a contract manager for the execution of this Contract of Use.

	Railway Undertaking	Infrastructure Manager
--	----------------------------	-------------------------------

Name		
Function		
Postal address		
Place		
Office address		
Place		
Telephone (landline)		
Telephone (mobile)		
Email		

Correspondence concerning the execution of this Contract of Use 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: 9.3 Contacts

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

File/Theme	Officers	
	Railway Undertaking	Infrastructure Manager
ICT (communication relating to operations, updates and changes): Service A Service B		informatiediensten@prorail.nl

9.4 Changes to contact details

The Parties shall promptly inform each other of any interim changes to the contact details listed in article 9 and/or Appendix 3 and 4.

Article 10 Applicable law and disputes

10.1 Applicable law

This Contract of Use is governed by Dutch law.

10.2 Complaints and disputes

Complaints and disputes relating to the performance of this Contract of Use 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. Complaints and disputes regarding the performance scheme shall be dealt with in accordance with the "Performance scheme complaints procedure", as included in 5.7.3 of the Network Statement.

Article 11 Cooperation

11.1 Information by Infrastructure Manager.

Infrastructure Manager shall inform Railway Undertaking about developments initiated by Infrastructure Manager and relevant to Railway Undertaking regarding access to and use of the Main Railway Network and the Service Facilities and/or the services provided by Infrastructure Manager in connection therewith.

11.2 Information by Railway Undertaking.

Railway Undertaking shall inform Infrastructure Manager of developments initiated by Railway Undertaking and relevant to Infrastructure Manager regarding access to and use of the Main Railway

Network and the Service Facilities. Infrastructure Manager shall share information or process information about those developments with other Applicants to the extent that Railway Undertaking consents thereto.

Railway Undertaking shall always provide Infrastructure Manager with the information required by Infrastructure Manager on the use of the Main Railway Network and the Service Facilities, as referred to in section 3.4.6 and appendix 8 of the Network Statement. Information that serves multiple purposes need only be provided once by Railway Undertaking.

11.3 ARR and JRU data.

In order to be able to identify the causes of complex ERTMS (chain) problems in technology, process or operation/use, periodic analyses are carried out jointly by Railway Undertaking and Infrastructure Manager. For these analyses, Railway Undertaking shall make relevant raw data from railway vehicles (e.g. ARR, JRU and RTM data) available to Infrastructure Manager to the extent permitted by the rolling stock contracts. Infrastructure Manager shall make the relevant QATS data from the rail vehicles available to Railway Undertaking on request. In the event of safety-related malfunctions, the Parties shall safeguard the data within 24 hours and make it available as soon as possible upon request.

The Parties shall jointly determine which parts of the ARR, JRU and RTM data are relevant for exchange. In doing so, the Parties shall also assess whether and, if so, which parts of the data to be exchanged involve personal data and for what purposes these data may then be processed. The Parties shall ensure that personal data are only processed in accordance with relevant laws and regulations including (but not limited to) the GDPR. The Parties shall in that context lay down in writing in consultation how they shall deal with this.

optional: 11.4 Transport information per station relationship

For the purpose of management and development of the Main Railway Network in relation to Railway Undertaking's demand for capacity, Railway Undertaking shall, no later than the second quarter of 2024 and 2025, provide transport data in the form of station relationship matrices (origin - destination) of an average weekday, morning peak hour, evening peak hour, average weekend day and year for calendar year 2023 and 2024, respectively. Railway Undertaking shall cooperate if ProRail requests comparable data regarding the Dutch railway network for this purpose from the platform that carries out public transport transactions in the Netherlands (Translink). For each specific request, Translink shall seek permission from Railway Undertaking to share the data with ProRail.

optional: 11.5 Transport information per Train

For the purpose of testing transfer risks for passengers in the field of platform safety, via the Platform Safety Risk Model or a further situational analysis, Railway Undertaking shall provide information in the first quarter of 2024 and 2025, respectively, about the number of passengers embarking, disembarking and transferring (per station and) per platform side in 2023 and 2024. This information is preferably provided per individual Train or else average values that give a good indication of transfer risks on the platform and covers all stations. Where possible, the information is enriched with the following data: exact time of train travel (planned and realised arrivals and departures), stop times, length (number of wagons or in number of metres) and type of rolling stock. The level of detail of information and the period to which the information relates are subject to further consultation between Railway Undertaking and ProRail.

Railway Undertaking shall cooperate if ProRail requests comparable data regarding the Dutch railway network for this purpose from the platform that carries out public transport transactions in the Netherlands (Translink). For each specific request, Translink shall seek permission from Railway Undertaking to share the data with ProRail.

*optional*¹²: 11.6 User information Kijfhoek shunting hump

For the purpose of monitoring the efficiency of track use at Kijfhoek, Railway Undertaking shall provide monthly information to Infrastructure Manager on the use of the service facility at Kijfhoek as included in appendix 8 under 2.1.8 of the Network Statement. This information shall at a minimum provide insight into the duration and length of use of the splitting tracks and when Railway Undertaking uses the shunting hump for sorting, as well as the number of hump-shunted trains and wagons.

¹² This provision is optional if no use is made of the Kijfhoek service facility.

Railway Undertaking shall provide information to Infrastructure Manager on the performance delivered when offering a rail-related service to third parties at the Kijfhoek shunting hump. The information shall include the number of requests for the use of the rail-related service and the proportion thereof accepted and executed in accordance with the request - with a distinction between structural use and ad hoc requests -, the reason for rejecting the requests and the number of trains and wagons to be hump shunted under the requests.

The information shall be sent by email after the end of the calendar month according to a format prepared by ProRail to: capaciteitsverdeling@prorail.nl.

Article 12 Appendices

Included in this Contract of Use are the appendices listed below.

- Appendix A: General Terms and Conditions
- Appendix 1: Capacity Allocation Document for the 2024 Timetable
- Appendix 2: Standard Weights and Train Types
- Appendix 3: Operational Incident Agreements
- *optional*: Appendix 4: Generic Delivery Terms and Conditions for Information and ICT Services
- *optional*: Appendix 5: Compensation schemes for replacement passenger transport in the event of TCRs
- *optional*: Appendix 6: Agreements on implementation Besluit HSL-heffing 2015
- *optional*: Appendix 7: Conditions and guidelines for use of the shunting hump at Kijfhoek marshalling yard

Signature

Thus drawn up and signed,

[Railway Undertaking]

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]

Appendix 1: Capacity Allocation Document for the 2024 Timetable

The capacity allocation agreed between Railway Undertaking 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 Railway Undertaking 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: Standard Weights and Train Types

Table of standard weights and train types per running characteristic for Railway Undertaking.

Code	Description	Standard weight (tonne)						
		Basic	NSR Nedtrain	Arriva Keolis NL Connexxion Qbuzz	DB Regio	Keolis D (Eurobahn)	NS Int	VSM
ES	Eurostar (*)	921	921	921	921	921	921	921
GO	Freight	650	650	650	650	650	650	650
HSI	HSL International (*)	389	389	389	389	389	389	389
HSN	HSL National (*)	389	389	389	389	389	389	389
IC	Intercity (*)	365	270	110	75	365	386	365
ICE	Intercity express (*)	409	409	409	409	409	409	409
INT	International (*)	320	320	320	75	320	320	320
LL	Light locomotive	80	80	80	80	80	80	80
LLR	Light locomotive passengers	80	80	80	80	80	80	80
LM	Empty rolling stock	300	140	85	101	155	386	300
MP	Motorpost	50	50	50	50	50	50	50
NJ	Nightjet (*)	588	588	588	588	588	588	588
OHM	Maintenance machine	60	60	60	60	60	60	60
S	Express train (*)	365	270	85	75	365	386	365
SPR	Sprinter (*)	155	157	155	155	155	155	155
ST	Slow train (*)	155	157	85	101	155	386	155
STM	Steam train (*)	320	320	320	320	320	320	320
THA	Thalys (*)	386	386	386	386	386	386	386
UFM	Track inspection coach	70	70	70	70	70	70	70
UTS	Ultrasonic train	50	50	50	50	50	50	50
VST	Video inspection drain	50	50	50	50	50	50	50
WTR	Work train	200	200	200	200	200	200	200

Characteristics marked with a (*) refer to passenger trains.

optional: In the case of passenger trains, when stopping at passenger stations, the Track Access Charge for the Transfer service is due according to the rate belonging to the train type indicated in the table below per train number series.

[insert table]

Appendix 3: Operational Incident Agreements

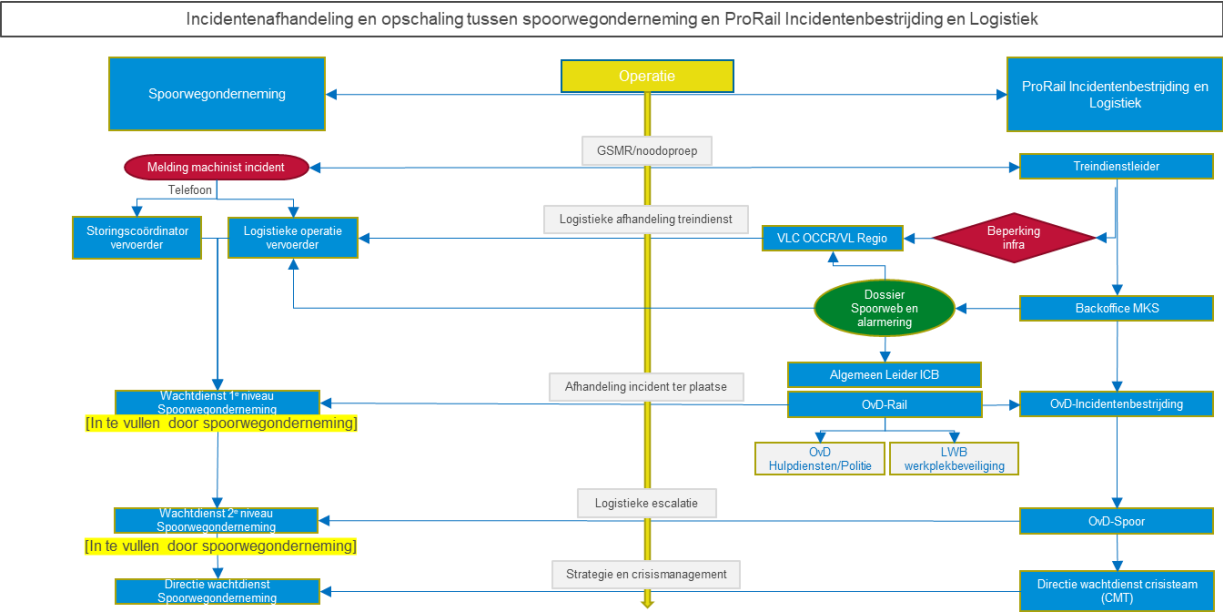
ProRail contact details		
Contact for incident agreement	Maikel Tenpierik, Incident Response Advisor, 088 231 5156, maikel.tenpierik@prorail.nl.	
Rail control room back office (MKSBO)	General telephone: 084 084 9500 Email: MKS@prorail.nl Email loading details: vertreksamenstellingen@prorail.nl	Rail Dutv Officer 
On-call duty services ProRail	<i>Field: Rail Duty Officer):</i> (contact details available from MKSBO) <i>Office: Traffic Control Duty Officer (at traffic control post), Incident Response Duty Officer (084 084 9767), Rail Duty Officer (084 084 9860)</i>	
Safety research	Area safety advisor. Contact via veiligheid.wachtdienst@prorail.nl	

Alert Railweb:		
Emergency number MKS Backoffice	084 084 9550	
Emergency numbers Railway Undertaking	Primary: [on which SWO can be reached in case of emergencies].	Secondary: [number if emergency number does not work]
Email for alert	[enter email address]	
Obstruction information (route sections and scenarios)	<i>[Only applicable if railway undertaking wishes to receive obstruction information. Indicate for which route sections and logistical constraints the railway undertaking wishes to receive it.</i> <i>Logistical restrictions:</i> • None • Delay less than 5 min • Structural delay > 5 min • Limited train traffic • No train traffic • Loss of node]	
Further agreement	1. Railway undertakings are alerted via Spoorweb if they are directly involved (incident train or stranded Train on incident route section) in the train incident. This alert is made based on the train number, via telephone communication. If an email address is known, additional information about the incident is also sent by email. 2. In addition, railway undertakings can specify when they want to receive obstruction information in the event of train incidents. By default, these are sent via Text-to-voice. Additionally, they can choose to receive them by email. 3. If Railway Undertaking is directly involved in a train incident (or inspection or exercise), it is expected to follow up on an alert. Railway undertaking shall in any case activate its own on-call organisation. 4. Railway Undertaking shall ensure well-functioning communication systems to receive alerts. 5. Railway Undertaking's alarm number shall be accessible at all times.	

Other contact details Railway Undertaking	
General contact emergency agreements	Contact details: [name, email, phone]
General intervention	Contact details: [name department, phone]
Information loading details	Contact details: [name, email, phone]
Evaluations and action points	Contact details: [name, email, phone]
Safety expert	Contact details: [name, email, phone]

On-call service:	
Operational on-call service Railway Undertaking	Contact details: [name, email, phone]
Engineering	Contact details: [name, email, phone]
Spokesperson	Contact details: [name, email, phone]
Preliminary investigation	Contact details: [name, email, phone]
Strategic/tactical on-call service	Contact details: [name, email, phone]
Email address for bulletins CMBO	[Email address]
Further agreements	1. On-call service officers from Railway Undertaking shall contact the Rail Duty Officer as soon as possible to have coordination take place. On site, report directly to the Rail Duty Officer. 2. ProRail strategic or tactical on-call service contacts the Railway Undertaking on-call service for advice or participation in a consultation. Railway Undertaking itself can also always contact ProRail on-call services. 3. Contact details can be obtained from MKS Backoffice.

Rolling stock:	
Rolling stock contact	Contact details: [name, email, phone]
Running condition assessment	Carried out by: [as standard by ProRail. If required, Railway Undertaking can also play a role in this. Please indicate].
Locomotive types	[Standard towing coupling/standard towing?]
Further agreements	The ProRail rolling stock instruction file comprises a selection, to be determined in consultation, of rolling stock type-specific data for the efficient and safe handling of re-railing and salvage operations. At ProRail's request, Railway Undertaking shall make the data for the instruction file available free of charge.



1. Introduction

This document contains the generic terms of delivery regarding the provision of Information and ICT services to Railway Undertaking set out in the Contract of Use. This document describes the agreements on services. The document is part of the Contract of Use 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	Availability	Telephone number
GSM-R Voice Rail Safety GSM-R Handhelds GSM-R Other rail-related voice and data	Control Room Rail Recovery Infra Coordinator (MKS CHI)	7 x 24 hrs	084 086 7092
Orderportaal Mijn Treinen WLIS KijfDis	Rail Control Room (MKS)	7 x 24 hrs	084 084 9500
MTPS Planning & performance information (according to NL standard) Publication of capacity requests (according to TSI TAF/TAP standard) Planning & performance information (according to TSI TAF/TAP standard) RouteLint ORBIT VIEW	Central Service Desk	7 x 24 hrs	088 231 2600
BTD-planner BTD-planner reports LOA Online Meekijk VOS Monitoring-Fiatteren Quo Vadis and Hotbox SpoorWeb RMS Client	ProRail Service Desk ¹³	7 x 24 hrs	088 231 7100
Provision of GeoData TOON Provision of customised incident- related data FRISO	ProRail Service Desk	between 08:00 and 18:00	088 231 7100

¹³ From 18.00 to 08.00, you are automatically transferred to the Central Service Desk. After 18.00 and before 08.00, only Priority 1 incidents are handled directly (see table under 3.3).

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.

2.2 Availability of the service

Infrastructure Manager makes every effort to achieve the following availability rates.

Information service	Availability ¹⁴	Period
BTD-planner GSM-R Voice Rail Safety GSM-R Handhelds GSM-R Other rail-related voice and data Provision of GeoData LOA Online Meekijk VOS Monitoring-Fiatteren MTPS ORBIT Orderportaal Mijn Treinen Planning & performance information (according to NL standard) Publication of capacity requests (according to TSI TAF/TAP standard) Planning & performance information (according to TSI TAF/TAP standard) Quo Vadis and Hotbox RouteLint SpoorWeb VIEW WLIS KijfDis	98%	per month
BTD-planner reports RMS Client TOON Provision of customised incident-related data FRISO	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 shows the priority distribution.

¹⁴ Refers to the availability of the application as provided by Infrastructure Manager, dependencies such as availability of Internet and IT infrastructure at the Railway Undertaking or Applicant are not included in this.

Impact \ Urgentie	Alle gebruikers	Een volledig deel van de gebruikers-organisatie	Individuele gebruiker
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 prioritisation.

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 prioritisation.

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	Function recovery time ¹⁵
BTD-planner GSM-R ¹⁶ Voice Rail Safety Mijn Treinen LOA Online Meekijk VOS MTPS ORBIT Orderportaal Planning & performance information (according to NL 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.

¹⁵ Applied within the set service times see article 3.2. Disruptions to Infrastructure Manager's IT infrastructure and disruptions to the Applicant's Internet and IT infrastructure are excluded from the aforementioned percentages.

¹⁶ The function recovery time of GSM-R is set at 95% of calls resolved within 4 hours, and 99% of calls resolved within 6 hours.

Publication of capacity requests (according to TSI TAF/TAP standard) Planning & performance information (according to TSI TAF/TAP standard) RouteLint SpoorWeb VIEW WLIS KijfDis		
GSM-R ¹⁷ Handhelds GSM-R ¹⁷ Other rail-related voice and data Provision of GeoData Monitoring-Fiatterren	< 1 hour	p1. 80% < 2h, 90% < 8h, 99% < 16h p2. 80% < 8h, 99% < 48h p3. 80% < 16h, 99% < 60h 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 the next day.
BTD-planner reports Quo Vadis and Hotbox RMS Client TOON Provision of customised incident-related data FRISO	< 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 the next day.

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 Railway Undertaking or Applicant, the work will be announced in advance.

Information service	Maintenance window ¹⁸
GSM-R Voice Rail Safety	Depending on the nature and impact of the work, no standard times apply.
Quo Vadis SpoorWeb* WLIS	Sunday 02:00-06:00.
BTD-planner	Mon - Sun 22:00-06:00.

¹⁷ The function recovery time of GSM-R is set at 95% of calls resolved within 4 hours, and 99% of calls resolved within 6 hours.

¹⁸ The times in the maintenance window are indicative, Infrastructure Manager may deviate therefrom.

Information service	Maintenance window ¹⁸
LOA Online Meekijk VOS ¹⁹ Planning & performance information (according to NL standard) Publication of capacity requests (TSI TAF/TAP) Planning & performance information (TSI TAF/TAP)	
MTPS ORBIT** RouteLint** VIEW* Orderportaal** Mijn Treinen** RMS Client Monitoring-Fiatteren	Mon - Sun 22:00-06:00, between morning and evening rush hour
BTD-planner reports Provision of GeoData TOON Provision of customised incident-related data FRISO	Mon - Thu during office hours (09:00-18:00).
GSM-R Handhelds GSM-R Other rail-related voice and data	Mon-Fri: max 30 minutes between 03:00 to 05:00, impacting a maximum of 1 VL post. Sat-Sun & Sun-Mon: 02:00 to 06:00.
KijfDis	During hours when the hump shunting process is stopped, daily between 11:00 and 13:00, between Saturday 15:00 and Sunday 15:00.

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.

* RailWeb: The Rail Control Room (MKS) can block ICT changes to be implemented in the event of serious disruptions to the train service.

** VIEW, RouteLint, ORBIT, Orderportaal and Mijn Treinen: Changes with major impact (time, number of users, etc.) shall take place at night (between 02:00 and 06:00). Changes with limited impact shall take place during the day, between the morning and evening rush hours.

2.6 Change management

Changes at the request of Railway Undertaking or 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 Railway Undertaking or Applicant. Changes at the request of Railway Undertaking or Applicant at its expense shall be recorded in writing in advance. All change requests shall be reported in writing to the Business Consultant of Infrastructure Manager, 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.

¹⁹ MeekijkVOS is updated every 3 days.

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 Railway Undertaking as referred to in article 3.3. Changes to this shall not lead to an adjustment of the Contract of Use.
- Infrastructure Manager shall send a statement of costs in accordance with its user administration and receive an order number from Railway Undertaking or Applicant and invoice the charge for the services to Railway Undertaking or Applicant.
- Notwithstanding article 23.4 of the General Terms and Conditions, in the first quarter of the year, the charges are invoiced to Railway Undertaking or 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 Contract of Use are exclusive of VAT and based on price level 2024. The charge applies only to the service in accordance with the Contract of Use. The charge does not include amounts for making changes to the service and/or the scope (frequency) of associated services.
- Railway Undertaking or Applicant shall pay the invoice to Infrastructure Manager within 30 days of receipt of the invoice (in accordance with article 24.1 General Terms and 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 5: Compensation schemes for replacement passenger transport in the event of TCRs**

1. Explanation of application of out-of-pocket costs/replacement transport costs

For the purposes of applying the 'Out-of-pocket costs for substitute passenger transport', as included in the arrangements relating to reimbursements at TCRs for conversion works as set out in section 5.6.6.1 of the Network Statement, the application of the 'Out-of-pocket costs for replacement transport' in relation to article 18.2 General Terms and Conditions only or direct operating costs as set out in section 4.3.4 of the Network Statement, the Parties agree to the following interpretation, which shall be effective solely within the mutual relationship of the Railway Undertaking and the Infrastructure Manager governed by the Contract of Use:

'Out of pocket costs for substitute passenger transport', 'cost of substitute transport' or 'direct operating costs' means the costs of rail replacement transport, comprising the following components insofar as they are fully related to the rail replacement transport, with market-based application of hours and rates:

- (a) bus costs (hours and kilometres);
- (b) planning or preparation hours by the bus operator;
- (c) deployment of (bus) coordinators and traffic controllers by the bus operator;
- (d) required traffic measures and resources;²⁰ and
- (e) costs charged by other public transport service operators for the use of their services as part of the replacement transport (such as public transport by bus, tram or metro).

Railway Undertaking shall strive to limit the scope of rail replacement transport to what is reasonably necessary.

2. Explanation of application of compensation in case of TCRs

In elaboration of the provisions of Network Statement, section 5.6.6.1, under the heading "Conversion works", the Parties agree as follows in relation to financial compensation in the event of decommissioning in relation to passenger transport:

A. Application of compensation

1. TCRs for which others than ProRail are applicants (Infrabel, DB Netz) fall outside the scope of this regulation.
2. The replacement passenger transport costs applicable for compensation are limited to the out-of-pocket costs, according to the description set out in point 1 above.
3. For the TCRs agreed in the 2024 Timetable on the route sections where Railway Undertaking provides public passenger transport, the percentage of the costs eligible for compensation shall be determined on an out-of-service basis based on the application of the provisions of section 5.6.6 of the Network Statement 2024.
4. In the event of a change in the scheduling of works, as set out in the list stated under point 3, in accordance with the following order:
 - a. There shall be no compensation if the entire TCR is cancelled, provided this has been notified to Railway Undertaking at least 16 weeks before the start of the scheduled TCR;
 - b. The level of compensation remains unchanged if:
 - i. the entire TCR is rescheduled at least 16 weeks prior to its commencement to another time and equivalent time in the same timetable year;
 - ii. part of the scheduled work does not take place or work is added to the TCR without having to adjust the alternative transport plan;
 - c. If, as a result of the adjustment of work, changes are made to the size of the TCR (number of tracks and number of days) and/or the nature of the work (modernisation, conversion or combination) and this change is agreed upon at least 16 weeks prior to commencement, the percentage to be compensated shall be determined anew.

²⁰ This includes temporary staging areas and signposting but does not include other means of communication (such as announcements about works and replacement transport, etc.), facilities for the benefit of deployed personnel (sanitary facilities, shelters, etc.) or commercial resources.

B. Procedure for application and payment of compensation

In order to settle compensation agreements correctly, it is important that the following procedure is followed.

- a. In spring 2023, ProRail shared with Railway Undertaking a draft compensation list of annual bus service charges including the projects eligible for compensation and the compensation rates. Railway Undertaking was given the opportunity to comment on the draft compensation list until 16 weeks before the start of the new timetable. Infrastructure Manager and Railway Undertaking have discussed the response and the draft compensation rates.
- b. Prior to commencement of the 2024 Timetable, Railway undertaking shall prepare and communicate to ProRail (via buskosten@prorail.nl) for the TCRs, as named on the compensation list timetable bus costs, an estimate per TCR of the cost of replacement transport (as described under A Item 2). This is entered under the heading forecast bus costs on the compensation list timetable bus costs.
- c. It shall be indicated via BTD-planner, no later than 16 weeks before the start of implementation, whether a TCR shall definitely be carried out or an incidental TCR has been added in the combination. ProRail shall inform Railway Undertaking via BTD-planner of the current status of the projects involved and subsequently of the compensation percentages set according to the ground rules in section 5.6.6. of the Network Statement.
- d. Railway Undertaking shall submit a proposal of replacement transport costs to ProRail no later than 4 weeks before implementation. ProRail shall assess this proposal and indicate its agreement within 3 weeks of submission. Railway Undertaking shall submit the invoice to ProRail within 8 weeks of completion of the TCR. ProRail shall reimburse the accepted invoice within 8 weeks of submission of the invoice. Invoices submitted outside the said period or replacement transport costs that have not followed the above procedure shall not be considered for compensation. The submitted invoice shall not exceed the approved proposal by more than five per cent. More than that five per cent shall not be reimbursed unless it can be made plausible that the higher cost is a direct result of an alternative transport plan due to a change in the TCR or unforeseen circumstances.

optional: **Appendix 6: Agreements on implementation Besluit HSL-heffing 2015**

[insert]

optional: **Appendix 7: Conditions and guidelines for use of shunting hump at Kijfhoek marshalling yard**

1. Railway Undertaking wishing to use the shunting hump shall demonstrate before its first use that the use thereof is safe; for this purpose a joint RI&E shall be carried out by Railway Undertaking and ProRail²¹. As input for this, Railway Undertaking shall provide the following:
 - Evidence that Railway Undertaking has at its disposal suitable locomotives, fitted with equipment that allows the MSR hump system to control these locomotives for automated hump shunting, either in-house or as hired from a third party.
 - A copy of its own safety and health and safety regulations for performing tasks specific to hump shunting:
 - assess that wagons are suitable for the hump;
 - prepare wagons for hump shunting;
 - perform hump shunting;
 - working on tracks within the hump area.
 - Railway Undertaking that uses the regulated services of another railway undertaking to carry out activities on the shunting hump shall demonstrate how in its regulations ensure safety when using these services.
 - Note: It is necessary for integral safety on the shunting hump that if several parties are using the shunting hump, that the working procedures of the various parties are sufficiently coordinated. Outcome of the RI&E may therefore be that working procedures need to be adjusted.
2. Railway Undertaking shall make competent and decision-makers available:
 - prior to using the hump, to conduct the aforementioned RI&E and identify any mitigating measures therein;
 - during the use of the shunting hump, as a participant in a safety platform in which all users of the shunting hump participate, in which the safety of using the shunting hump is jointly managed.
3. Railway Undertaking using the shunting hump shall use the KijfDIS system for wagons that need to be hump shunted.
 - ProRail shall provide the KijfDIS system and interfaces between the KijfDIS system and the production system of shunting hump users.
 - The required data of the wagons to be hump shunted shall be provided by railway undertakings via an interface to the local system KijfDIS and processed therein to produce hump lists for the MSR system. There is no direct access to the MSR system.
 - Railway Undertaking is responsible for processing the data of its wagons in KijfDIS.
 - ProRail performs technical and functional and technical management for KijfDIS, and makes a product owner and training available. User organisations shall ensure that their users are trained and should (whether or not as user organisations jointly) provide super-users for operational user support for the benefit of their employees.

²¹ Article 3(8) Implementing Regulation 2017/2177