Network Statement 2020

updated to Supplement 6

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Sunday 15 December 2019 - Saturday 12 December 2020
(including the earlier handling of capacity requests for that period).

Colophon

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Version	**Date**	**Supplement**	**Subject of the changes**
0.5	6 Sep 2018		Draft Network Statement
1.0	7 Dec 2018	-	initial issue
1.1	12 Apr 2019	1	Pilot TTR; Capacity allocation stabling and shunting facilities; Emergency repairs to railway vehicles; Boxtel – Veghel; Passenger train axle loads
1.2	29 May 2019	2	Indexation of tariffs; charge for Kijfhoek shunting hump; use of brake shoes and stop blocks; Procedure for the exemption of language level (B1) for drivers on cross-border route sections; station support services.
1.3	1 Nov 2019	3	Rolling stock acceptance requirements, requirements relating to information provision, environmental fire safety permits, safety in railway tunnels, platform heights, hyperlinks to the Logistics Portal, allocation in ad hoc phase, support systems, general conditions regarding capacity restrictions, capacity restrictions for works, intervention measures, International Contingency Management, definition of stabling, train path service, refuelling facility Watergraafsmeer, supporting ICT and Information services, performance scheme, Silent Wagon Database, bandwidth indicator stabling service, Model Access Agreement 2020 and General Terms & Conditions, planning norms, content of orders, use of tracks on Venlo railway yard, use of locally controlled areas, station names
1.4	12 June 2020	4	Braking tables, points of attention for the environment permit, operational conditions, charge for stabling service: Combined tracks and Time Space Slots (TSS), withdrawal various tracks and switches at Tilburg Industrie (Loven) from the main railway network, removal of power limitation on route sections sections Zwolle - Wierden and Zwolle – Kampen, extension of the WLIS service with WLIS CaseManagement (WCM)
1.5	12 June 2020	5	Extension of payment term for user charge, non-application of reservation charge
1.6	8 Aug 2020	6	Extension of payment term for user charge

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List of appendices

Glossary

Included in Appendix 2 is a glossary explaining the specific terminology and abbreviations used in this Network Statement.

The website of RailNetEurope offers an extensive glossary in English of terms relevant to the Network Statement. Please note the disclaimer to the glossary, which stresses that the definitions are intended exclusively for informative purposes.

1 General information

1.1 Introduction

This Network Statement has been drawn up by ProRail[1], the manager of the main railway network in the Netherlands. ProRail is a private company under Dutch law. The sole shareholder is the State of the Netherlands (through Railinfratrust BV). ProRail is charged with the management of the main railway network in the Netherlands as described in the management concession within the meaning of Section 16 Railways Act, granted by the Minister of Infrastructure and Water Management.

Management by ProRail relates to the following activities[2]:

- the maintenance of the main railway network,
- the preparation and performance of the expansion of the main railway network,
- the fair, non-discriminatory and transparent allocation of capacity of the main railway network,
- control of the traffic on the main railway network,

in accordance with the provisions of the Management Concession 2015 - 2025. ProRail also carries out work for third parties, which is linked to the aforementioned management tasks or to mobility issues in the broader sense of the word.

In the interests of the safe management of the railway infrastructure, ProRail uses a safety management system as referred to in Section 16a Railways Act.

Railinfratrust is the owner of the closed distribution system for electrical tractive power on the tracks of the main railway network fitted out with overhead contact lines, and is as manager of this private network under the conditions of an exemption granted by the ACM, the Consumer & Market Authority (reference ACM/DE/202014/20202129 dated 23 April 2014), exempted from the designation of a manager as referred to in the Electricity Act 1998. ProRail, acting on behalf of Railinfratrust, performs all the management tasks regarding this private network.

ProRail endeavours each year to further improve the contents and the presentation of the Network Statement. Suggestions for improvements or additions to the Network Statement are thus greatly appreciated.

1.2 Objective

The purpose of the network statement is to inform titleholders[3] about the nature and conditions of access and use of the main railway infrastructure structure, including the allocation of capacity. The Network Statement informs titleholders about the services ProRail can offer including availability, rates and conditions for these services.

The Network Statement also contains information on the conditions applicable to access to service facilities that are connected to the railway network managed by ProRail and the services provided by those facilities, or reference to the website on which this information can be found.

1.3 Legal framework

Provided in Table 1.1 is the legal framework of the most important national laws and underlying decrees and regulations regarding access to and use of the railway structure. Also applicable are the directly applicable European Regulations and the Technical Specifications on Interoperability based thereon, as well as COTIF.

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1 ProRail BV, listed in the trade register of the Chamber of Commerce for Utrecht, under number 30124359.

2 Article 2 Paragraph 2 Management Concession.

3 The term titleholders shall be deemed in this Network Statement to mean all persons or entities who/which can enter into an Access Agreement with ProRail under the Railways Act. See Section 57 Railways Act.

Table 1.1 List of laws and regulations

Subject	Laws and regulations
Railways	Railways Act Railways Allocation Decree
Railway undertakings	Operating Licence and Safety Certificate (Main Railways) Decree Safety application regulations and railways safety management system requirements
Infrastructure	Railway Capacity Allocation Decree Network Infrastructure Regulations
Traffic	Rail Traffic Decree Rail Traffic Regulations
Personnel	Railway Personnel Decree 2011 Railway Personnel Regulations 2011
Railway vehicles	Railway Vehicles Service Regulations
Capacity and use	Railway Capacity Allocation Decree
Charges	Amendment Law Railways Act, etc. (Implementation Directive 2012/34/EU on establishing a single European railway area) Implementation Directive 2012/34/EU on establishing a single European railway area HSL Levy Decree 2015
Dangerous goods	Carriage of Dangerous Goods Act Decree on the Carriage of Dangerous Goods Regulations for the Transport by Rail of Dangerous Goods
Environment	Environmental Law (General Conditions) Act Environmental Management Act Activities decree Rail Traffic Noise Calculation & Measurement Regulations 2012

1.4 Legal status

1.4.1 General remarks

The Network Statement 2020 is a network statement as referred to in Article 58 of the Railway Act and Article 27 of Directive 2012/34/EU[4] and is based on the current regulations of 1 November 2018.

The following structure is applied:
Provisions with regard to subjects about which ProRail wishes to reach agreement with titleholders before the titleholders make use of the infrastructure (with relevant proposals). These provisions can be found under the heading 'Regulation to be agreed upon' (blue typeface) and between ►blue

[4] Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, *OJEU* 2012, L 343.

triangles◄. These regulations solely give rise to obligations once parties enter into the Access Agreement.

- Provisions about the rules of procedure that apply to all titleholders.
  These rules of procedure can be found under the heading 'Rules of procedure' (green typeface) and between ►green triangles◄. ProRail has established the rules of procedure with a view to the non-discriminatory treatment of all titleholders, following consultation of the titleholders and with due consideration for their opinions. The rules of procedure are not individually negotiable and can only be changed by means of a supplement to the Network Statement. An application for capacity brings the rules of procedure into play.

Data of an informative nature, which does not give rise to obligations for titleholders, will be included in the Network Statement without further specific heading or typeface.

1.4.2 Liability

However, ProRail accepts no liability whatsoever for loss or damage ensuing from apparent mistakes or printing errors contained in the Network Statement 2020. ProRail's liability for the information contained in the Network Statement about service facilities and services offered by parties other than ProRail is limited to the correct representation of the data made available to ProRail by these parties. Also, ProRail accepts no liability for the content of third-party pages linked to in the Network Statement.

In the event of differences between the Dutch and English versions of this Network Statement, the Dutch version is binding.

1.4.3 Appeals procedure

Disputes regarding the capacity allocation will be processed by ProRail on the basis of the Regulations on Capacity Allocation Disputes (Chapter 4.4.2).

Complaints and disputes about other services offered by or agreed with ProRail, or about the Network Statement 2020 as released by ProRail are processed in accordance with the General Regulations on the Settlement of Complaints and Disputes as included in the Network Statement (Appendix 4, Section 1).

A party to the Access Agreement that is of the opinion that the other party to the agreement does not (properly) fulfil the performance scheme and that its complaint should be handled with urgency, can invoke application of the 'Performance scheme complaints procedure' (Appendix 26 Section 1).

Complaints about (tariffs of the) charges and the principles thereof and the criteria and rules for capacity allocation published in Network Statement 2020 can be submitted to the Netherlands Authority for Consumers & Markets (ACM) until six weeks after the date of the Government Gazette announcing the adoption of the Network Statement 2020 or an amendment to that data.[5]

Complaints and disputes about the access to service facilities offered by or agreed with ProRail as referred to in Directive 2012/34/EU, Annex II, Section 2(a), or the delivery of services at the service facilities can, at the election of the parties, also be submitted and handled in accordance with the Regulations on the Settlement of Station Portfolio Complaints and disputes as included in the Network Statement (Appendix 4, Section 2)

Titleholders who have entered into an Access Agreement are entitled to request in writing a decision from the ACM regarding the conduct of ProRail, also if the General Regulations on the Settlement of Complaints and Disputes are applicable.[6] Complaints procedure is described on the website of ACM.

The contact particulars of the ACM are stated in Chapter2.2.2.

5 Section 58(5) Railways Act.
6 Section 71(1) Railways Act.

1.5 Structure of the Network Statement

The Network Statement is drawn up according to the '*Network Statement Common Structure*' of RailNetEurope (see Chapter 1.10). This common structure ensures that globally equivalent information can be found in the same place in the Network Statement of the member countries.

For more detailed and up-to-date information, this Network Statement refers to websites, including the Logistics Portal of ProRail. Titleholders can on request (for contact particulars, see Chapter 1.8) gain access to the Logistics Portal.

1.6 Validity and changes

1.6.1 Validity period

The Network Statement 2020 applies to:

- Access to and use of the railway infrastructure and service facilities with accompanying services during the 2020 Timetable.
- The handling of capacity requests for the 2020 Timetable. This also applies if handling takes place before the start of the 2020 Timetable.

The 2020 Timetable starts at 00:00 hours on Sunday 15 December 2019 and ends at 24:00 hours on 12 December 2020.These dates are in accordance with Directive 2012/34/EU, Annex VII. Information in the Network Statement 2020 that relates to the period after 14 December 2020 is indicative only.

1.6.2 Supplements and changes

ProRail will, by means of supplements to the Network Statement 2020, announce any changes or additions made necessary by circumstances that arise after the release of this Network Statement.

ProRail's Logistics Portal contains documents referred to in the Network Statement via links. The Logistics Portal allows you to receive a notification if a new document is placed on this Logistics Portal.

1.7 Publishing

ProRail has drawn up the Network Statement 2020 following consultation with the titleholders involved (see Appendix 3). The Network Statement 2020 is distributed among:

- titleholders who have concluded an Access Agreement with ProRail;
- all administrative bodies authorised to grant concessions for passenger transport by train,
- the ACM (Consumer & Market Authority)

Supplements to the Network Statement 2020 are distributed among:

- titleholders who have concluded an Access Agreement with ProRail;
- the ACM (Consumer & Market Authority).

The most recent version of the Network Statement 2020 and the released supplements thereto are available in both Dutch and English on the website of ProRail. Publication of the Network Statement 2020 and supplements thereto are announced in the Netherlands Government Gazette.

1.8 Contacts

ProRail will, on request, provide railway undertakings and other titleholders with further information on topics mentioned in the Network Statement 2020. Please contact:

organisation:	ProRail Customer Services department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
email:	netverklaring@prorail.nl
website:	www.prorail.nl

ProRail will by means of (thematic) consultation tables or otherwise inform railway undertakings about relevant developments initiated by ProRail regarding the access to and use of the railway infrastructure and/or the related services offered by ProRail. Customisation per segment is possible for reasons of effectiveness and efficiency.

In case of relevant developments regarding access to and use of the railway infrastructure initiated by third parties, ProRail will, so far as familiar with those developments, urge those third parties to share such information with the railway undertakings. ProRail will, with the consent of the third party, share (process) information on those developments with the railway undertakings.

1.9 Rail Freight Corridors

The Regulation (EU) on the European rail network for competitive freight transport came into force on 09 November 2010. This Regulation obliges Member States to set up international market-oriented freight corridors (RFC, Rail Freight Corridor) in order to achieve the following objectives:

- Strengthen cooperation between the infrastructure managers on issues such as capacity allocation of train paths, introduction of interoperable systems and infrastructure development.
- Finding a good balance between freight and passenger trains over the RFCs. Achieving adequate capacity for freight transport, in line with the needs of the market, while also meeting punctuality requirements.
- Promoting intermodality between rail and other transport modes by integrating the terminals into the corridor management process.

The table below shows the corridors with route sections in the Netherlands.

Table 1.2 International freight corridors with route sections in the Netherlands

Corridor	Main route of the international freight corridor	Main route in the Netherlands
Rhine – Alpine	Zeebrugge – Antwerp / Amsterdam / Vlissingen / Rotterdam – Duisburg – [Basel] – Milan – Genoa	Maasvlakte – Kijfhoek / Amsterdam Westhaven / Amsterdam Houtrakpolder / Vlissingen Sloe > Meteren – Zevenaar (border)
North Sea – Mediterranean	London / Dunkirk / Rijsel / Liege / Paris / Amsterdam – Rotterdam – Zeebrugge / Antwerp – Luxembourg – Metz – Dijon – Lyon / Basel – Marseille	Maasvlakte – Kijfhoek – Roosendaal (border)
North Sea – Baltic	Wilhelmshaven / Bremerhaven / Hamburg / Amsterdam / Rotterdam / Antwerp – Aachen / Prague / Berlin – Warsaw – Terespol (Polish – Belarusian border) / Kaunas	Maasvlakte – Kijfhoek – Meteren – Zevenaar (border) Amsterdam Westhaven / Amsterdam Houtrakpolder > Amersfoort – Oldenzaal (border)

For more information on all routes belonging to the corridors, see the infrastructure register on the website van ProRail.

The contact particulars of the corridor organisations are:

organisation:	EEIG Corridor Rhine – Alpine EWIV
office	Kleyerstraße 25
address:	60326 Frankfurt am Main
	Germany
telephone:	+49 69 265 4544 1
email:	info@corridor-rhine-alpine.eu
website:	www.corridor-rhine-alpine.eu

organisation:	EEIG Rail Freight Corridor North Sea Mediterranean
office	9, place de la Gare
address:	L-1616 Luxembourg
	Luxembourg
email:	info@rfc2.eu
website:	www.rfc2.eu

organisation:	EEIG 'North Sea – Baltic Rail Freight Corridor' EZIG
office	74 Targowa Street
address:	03-734 Warsaw
	Poland
telephone:	+48 22 47 32 320
email:	info@rfc8.eu
website:	www.rfc-northsea-baltic.eu

For further rules on rail freight corridors, see also Chapters 4.2.2, 4.2.3, 4.4.1.2and 4.4.1.4.

1.10 RailNetEurope – international cooperation between infrastructure managers

RailNetEurope (RNE) was founded in January 2004 at the initiative of a number of European infrastructure managers and railway capacity allocation authorities with a view to creating a European-wide organisation that could facilitate international activities. This can be achieved by offering joint solutions that benefit all RNE members, including the titleholders and other parties involved. The function of RNE is also to support compliancy with the European legal framework. This includes the development of a harmonised international business process, formats, manuals and guidelines. IT services and systems are also harmonised if necessary.

ProRail is an active member of RailNetEurope. More information about RNE can be found via the contact details below.

organisation:	RailNetEurope
	Joint Office
office	Ölzeltgasse 3
address:	1030 Vienna
	Austria
email:	mailbox@rne.eu
website:	www.rfc8.eu

1.10.1 One-Stop-Shop (OSS)

A network of One-Stop-Shops (OSS) represents the infrastructure managers and railway capacity allocation authorities in international traffic. In order to request an international train path, a railway undertaking need only contact a One-Stop-Shop of the country of departure, which will then initiate the entire international coordination process.

For a list of the contact particulars of the One-Stop-Shops, go to the website of RailNetEurope.

To contact the ProRail One-Stop-Shop:

organisation:	ProRail BV, Transport and Timetables Capacity Allocation Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
telephone:	+31 (0) 88 231 3456
email:	oss@prorail.nl

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1.10.2 RNE IT tools

The website of RailNetEurope provides information on the RailNetEurope systems below.

- Path Coordination System (PCS) is a system for the application for and coordination of international timetables.

- Charging Information System (CIS) is a system for the provision of price information on user charges.

- Train Information System (TIS) is a system that provides real-time information on the timetable of international trains.

1.10.3 Pilot Time table redesign

In order to further harmonise the procedures for requesting capacity for timetables between European countries, RNE, Forum Train Europe (FTE) in cooperation with the European Rail Freight Association (ERFA) have launched the pilot project Time Table Redesign (TTR).

The idea behind TTR is to better meet the needs of the various applicants through a more optimal timetabling process. This timetabling process offers capacity for various purposes, with part of the capacity being reserved for requests made shortly before the use of train paths ('Rolling Planning requests').

TTR is tested in pilots to try out the innovative parts of the TTR process. The aim is to have the pilots run in the 2020 Timetable. The purpose of the pilots is to check whether the new processes meet expectations and to make adjustments before they are implemented throughout Europe.

More information about the project is available via RNE.

2 Access conditions

2.1 Introduction

This chapter describes the conditions for access to and use of the main railway network managed by ProRail.

2.2 General access requirements

Access to the railway infrastructure is granted to railway undertakings for the use of railway vehicles, subject to the basic access package as referred to in Annex I to Directive 2012/34/EU.[7]

2.2.1 Conditions for applying for capacity

The following categories of natural person or legal entity are entitled to request capacity from ProRail and enter into an Access Agreement with ProRail:

- Railway undertakings.
- Undertakings that have requested an operating licence.
- Parties granting concessions for public transport by train.
- Each natural person or legal entity that can demonstrate that it has a commercial interest in the acquisition of capacity for the transport of passengers or goods by rail.[8]

Titleholders that are not railway undertakings can exclusively enter into a limited Access Agreement, A limited Access Agreement with a titleholder that is not a railway undertaking is referred to in this Network Statement as a Capacity Agreement.

2.2.2 Conditions for access to the railway infrastructure

Under the terms of the Railways Act access to the main railway network and participation in rail traffic is reserved for railway undertakings that:

- hold valid operating licence or comparable document,
- hold a valid safety certificate or test certificate,
- are insured against risks related to statutory liability,
- have concluded an Access Agreement with the network manager.[9]

This is subject to the condition that the proposed traffic participation is permitted under the operating licence, the safety or test certificate and the insurance policy.

ProRail stresses that the provision of rail transport services is subject to statutory provisions, as summarised in Appendix 7.

ProRail particularly draws attention to the obligation to report before 15 February 2019 to report to the ACM and to ProRail on the intention to apply for capacity in the 2020 Timetable for an international passenger transport service does not form part of a concession in the sense of Section 20(1) or (3) Passenger Transport Act 2000.[10]

The contact particulars of the ACM are:

7 Section 27(1) Railways Act.
8 Section 27(2)(c) Railways Act.
9 Section 27(2) Railways Act.
10 Section 57(4) and (5) Railways Act.

organisation:	ACM, Consumer & Market Authority
postal address:	PO Box 16326 2500 BH The Hague
office address:	Muzenstraat 41 2511 WB The Hague
telephone:	+31 (0) 70 72 22 000
fax:	+31 (0) 70 72 22 355
website:	www.acm.nl

Autoriteit Consument & Markt

2.2.3 Licences

An operating licence is prescribed for access to the main railway network.[11] Operating licences for undertakings established in the Netherlands are issued by the Transport Inspectorate (ILT).

Information on the various types of operating licences with the accompanying requirements is contained in Appendix 7.

The contact particulars of the Environmental Health and Transport Inspectorate are:

organisation:	Environmental Health and Transport Inspectorate Rail and Road Transport
postal address:	PO Box 16191 2500 BD The Hague
office address:	Graadt van Roggenweg 500 3531 AH Utrecht
telephone:	+31 (0) 88 489 0000
website:	www.ilent.nl

Inspectie Leefomgeving en Transport
Ministerie van Infrastructuur en Milieu

2.2.4 Safety & test certificates

A safety or test certificate is prescribed by law for access to and use of the main railway network.[12] Safety and test certificates are issued by the Environmental Health and Transport Inspectorate.

Railway undertakings and prospective railway undertakings that are in preparation for acquiring a safety certificate or a test certificate can on request (for contact particulars, see Chapter 1.8) gain access to the Logistics Portal on which ProRail makes information available regarding the route(s) that they wish to operate, in accordance with the provisions of the technical specifications regarding interoperability of the operations subsystem and the traffic control of the railway system.

2.2.5 Cover of liabilities

A railway undertaking that makes use of the main railway network shall be insured against the financial risks arising from statutory liability[13]; the minimum cover is € 10,000,000 per event.[14] Undertakings that exclusively use the main railway network infrastructure for exchange or station facilities in a railway yard, or that solely run on decommissioned tracks in order to carry out work on those tracks are subject to a lower minimum cover requirement, namely of € 2,500,000 per event.[15]

11 Section 27(2)(a) Railways Act.
12 Section 27(2)(b) Railways Act.
13 Section 55 Railways Act.
14 Section 7 Operating Licence and Safety Certificate (Main Railways) Decree.
15 Section 8(3) Operating Licence and Safety Certificate (Main Railways) Decree.

2.3 General business/commercial conditions

In civil law terms, this Network Statement is an offer by ProRail to titleholders for access to and use of the railway infrastructure managed by ProRail and the accompanying services provided by ProRail. On grounds of specific legal regulations[16] and non-discriminatory considerations, not all parts of this offer are open to individual negotiation.

Access by (personnel of) railway undertakings and their auxiliary staff to buildings and sites of ProRail is governed by the Company Regulations of ProRail[17], insofar as access does not fall under Section 22 Railways Act.

2.3.1 Access agreements with railway undertakings

An Access Agreement is concluded between a titleholder and ProRail. The Access Agreement shall comply with the conditions referred to in Section 59 Railways Act.

The model Access Agreement and corresponding General Terms & Conditions are contained in Appendix 5.

Subject to conditions determined by the Environmental Health and Transport Inspectorate with respect to operating licences, safety certificates and the admission of rolling stock, ProRail can conclude an Access Agreement for the transfer traffic between a main railway and a railway of a different qualification.

General Terms & Conditions
ProRail will, by way of General Terms & Conditions included in the Access Agreements, lay down the administrative, technical and financial regulations applicable to use of the railway infrastructure managed by ProRail as well as the provided services. Regulations of the CUI[18], which by operation of law apply only to the use of the infrastructure in international rail traffic, have been included in the General Terms & Conditions, or are by way of the General Terms & Conditions declared to apply mutatis mutandis to the use of infrastructure for domestic transport and for other use of the railways to which the regulations of the CUI do not legally apply. The Access Agreement and the General Terms & Conditions have been drawn up in accordance with the European General Terms & Conditions as agreed between CIT and RNE. The European General Terms & Conditions are available for consultation on the website of ProRail.

Regulation to be agreed upon

► ProRail wishes to include a provision in all Access Agreements declaring the applicability of the General Terms & Conditions.
ProRail offers the following possibilities for deviation from the General Terms & Conditions:

- Except in case of intent and/or deliberate recklessness, the maximum amount of compensationpayable to the railway undertaking under Article 18 General Terms & Conditions is € 100,000,000 per loss event as referred to in the General Terms & Conditions; and the maximum amount of compensation payable to the network manager under Article 19 General Terms & Conditions is € 100,000,000 per loss event as referred to in the General Terms & Conditions, except in case of intent and/or deliberate recklessness.
- In deviation of Article 18, Paragraph 5 and Article 19, Paragraph 4 of the General Terms & Conditions, the stated threshold amount for claims for compensation is set at € 10,000 or € 20,000 per loss event.

Conclusion of the agreement
ProRail will on request inform titleholders about the information and documents to be submitted prior to the signing of the agreement. Titleholders who wish to conclude an Access Agreement are invited

16 Section 59 Railways Act.
17 RLN00300, version 009 dated 1 July 2015, available for consultation on the website of ProRail.
18 CUI: Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI – Annex E to the Convention concerning International Carriage by Rail (COTIF), Treaty Series 277 2011 dated 28 December 2011).

to contact ProRail (for contact particulars: see Chapter 1.8) from the time that the request for a safety certificate is submitted to the Environmental Health and Transport Inspectorate.

Titleholders who wish to conclude their first Access Agreement as railway undertaking shall take into account that due to administrative preparations, a term of one week applies between the signing of the agreement and the first use of the railway infrastructure.

2.3.2 Access Agreements with titleholders not being railway undertakings

The Access Agreement between ProRail and a titleholder, which is not a railway undertaking, is referred to in the Network Statement as a Capacity Agreement. The Capacity Agreement only concerns the allocation and reservation of capacity, but does not give any right to access or use of the railway infrastructure. The reservation lapses if the titleholder fails to inform ProRail within 30 days of the traffic date of the identity of the railway undertaking that will provide the train service on behalf of the titleholder.

General Terms & Conditions
ProRail wishes, by means of the capacity agreements, to agree to General Terms & Conditions. For further clarification, see under the header General Terms & Conditions in Chapter 2.3.1.

The model capacity agreement and corresponding General Terms & Conditions are contained in Appendix 5.

2.3.3 Framework agreements

ProRail does not offer framework agreements.

2.4 Operational Rules

The statutory rules for safe and unhindered use of the main railway network are laid down in the Rail Traffic Decree and associated regulations.

Supplementary to the statutory rules concerning safe and unhindered use of the railway network, ProRail has drawn up a set of operating rules to advance optimal use of the main railway network and promote efficient communications between ProRail and operational railway personnel. This set of operating rules takes the form of Operational Conditions, which are included in Appendix 6.

Regulation to be agreed upon

► The purpose of ProRail in concluding an Access Agreement is to reach agreement on optimal use of the main railway network and efficient communications between ProRail and operational railway personnel, subject to the terms of the Operational Conditions as included in Appendix 6. ◄

In addition to the Operating Conditions set out in Appendix 6, the following applies:

Official language
ProRail uses Dutch as its official language in the TSI 'Operations and Traffic Control'[19]. In the event of an 'international disruption', as defined in Chapter 2 of the Handbook for International Contingency Management of RNE, the language as defined in this Handbook applies. On the Enschede - Enschede Border route section, the working language is German, as defined in the document 'Supplementary agreement on local particularities for the Gronau - Enschede cross-border route section'.

[19] Decision 2012/757/EU, as amended by Regulation (EU) 2015/995 of 8 June 2015, *OJEU* 2015, L 165/1.

Braking tables

Based on Article 4.2.2.6.2 of the OPE TSI, ProRail will make available the braking tables already in use. These braking tables (and the associated regulations) have been removed from the Rail Traffic Regulations with effect from 1 April 2020.[20]

Braking table	**1**				**2**				
	1.1[1)]	**1.2[2)]**	**1.3[3)]**	**1.4[4)]**	**2.1[1)]**	**2.2[2)]**	**2.3[3)]**	**2.4[4)]**	**Speed in km/h:**
Braking percentage in %	30	30	30	30	39	39	39	39	30
	30	30	30	30	46	46	46	46	35
	30	30	30	30	54	54	54	54	40
	30	30	30	30	54	54	54	54	45
	30	30	30	30	54	54	54	54	50
	36	36	36	36	54	54	54	54	55
	46	46	46	46	56	56	56	56	60
	46	46	46	46	56	56	56	56	65
	46	46	46	46	56	56	56	56	70
	46	46	46	46	56	56	56	56	75
	54	54	54	54	65	65	65	65	80
	54	54	54	54	65	69	72	72	85
	55	55	55	55	65	69	72	72	90
	56	59	62	63	69	73	76	76	95
	65	69	72	–	75	79	83	–	100
	69	73	76	–	–	–	–	–	105
	76	80	84	–	–	–	–	–	110
	83	88	92	–	–	–	–	–	115
	91	96	100	–	–	–	–	–	120
	102	–	–	–	–	–	–	–	125
	113	–	–	–	–	–	–	–	130
	113	–	–	–	–	–	–	–	135
	119	–	–	–	–	–	–	–	140
	129	–	–	–	–	–	–	–	145
	139	–	–	–	–	–	–	–	150

[20] See Government Gazette 2020, 14353

Braking table	1				2				
	1.1[1)]	1.2[2)]	1.3[3)]	1.4[4)]	2.1[1)]	2.2[2)]	2.3[3)]	2.4[4)]	Speed in km/h:
	149	–	–	–	–	–	–	–	155
	160	–	–	–	–	–	–	–	160

Reading guide

- Braking table 1 (subdivided into columns 1.1 to 1.4) applies to all route sections except those mentioned in braking table 2.
- Braking table 2 (subdivided into columns 2.1 to 2.4) applies to the route sections Nuth – Haanrade and Heerlen – Schin op Geul.

Notes
1) Applies to all trains with the exception of those mentioned under 2, 3 and 4.
2) Applies to freight trains with the brake in position P and a train length, excluding the leading traction units, of > 500 metres and ≤ 600 metres.
3) Applies to freight trains with the brake in position P and a train length, excluding the leading traction units, of > 600 metres and ≤ 700 metres.
4) Applies to freight trains with the brake in position G, irrespective of train length.

In the application of this braking table, the rules and calculation methods set out in Articles 9 to 22 and Annex 3 of the Rail Traffic Regulations as in force on 31 March 2020 shall apply (https://wetten.overheid.nl/BWBR0017707/2019-10-01).

2.5 Exceptional transport

Railway vehicles, including loads, which do not meet the statutory requirements or the limit values for normal traffic as described in Section 1.2 of Appendix 6 Operational Conditions can in certain cases - in so far as allowed by law and without prejudice to statutory obligations in terms of exemptions - nevertheless be allowed to participate in traffic, subject to the conditions applicable to exceptional transport.

ProRail has been authorised[21] to grant an exemption for running of railway vehicles, the load of which exceed the applicable loading gauge for railway vehicles[22]; exemptions from other statutory requirements are granted by the Transport Inspectorate.

If a load is in the Red Measuring Area, see Appendix 12, the railway undertaking shall report such to ProRail, which may prompt instructions.[23]

Exemptions for out of gauge loads as well as information on the conditions for exceptional transport can be requested from the One-Stop-Shop of ProRail, for contact particulars, see Chapter 1.10.1.

2.6 Dangerous goods

The transport of dangerous goods by rail is governed by the Carriage of Dangerous Goods Act, the Decree on the Carriage of Dangerous Goods and the Regulations for the Transport by Rail of Dangerous, by force of which the RID[24] has been adopted in Dutch legislation.

21 Section 2(1) ProRail Mandate and Authorisation Decree.
22 Section 10(2) Rail Traffic Decree.
23 Section 10(3) Rail Traffic Decree.
24 Regulations governing the international carriage of dangerous goods by rail (RID), Annex C to the Convention concerning the international carriage by rail (COTIF).

For a number of elements of the railway network qualified as 'structure' (such as railway tunnels), user restrictions are in effect on the basis of which the transport of dangerous goods over those parts of the railways is restricted or even prohibited; see also Chapter 3.4.1.

The handling and stabling of wagons containing dangerous goods is only permitted on railway yards specially equipped for such (see Chapter 3.4.3), under the terms of the environmental permit granted for the yard in question.

Pursuant to Section 25 Rail Traffic Decree in relation to Article 4.2.2.7.2 of the TSI 'Operations and Traffic Control', the railway undertaking shall before departure of the train containing dangerous goods provide ProRail with all information required by the network manager. In accordance with Section 1.4.3.6b RID, ProRail will receive the UN number and the hazard indication number of those dangerous goods, as well as of their position in the train.

On grounds of Article 1.4.2.2.5 in conjunction with Article 1.4.3.6.b RID, the railway undertaking shall ensure that ProRail at all times during the transport of dangerous goods (including the stay at a railway yard during transport) has prompt and trouble-free access to the load specifications of wagons with dangerous goods, as well as the location of those wagons in relation to the other wagons of the railway undertaking in the train.

Regulation to be agreed upon

► ProRail wants to state in the Access Agreement whether the business activities of the railway undertakings include the transport of dangerous goods, and if so, include agreements in the Access Agreement on the method:

- of information provision regarding said transport (see Appendix 6, Operational Conditions, Section 4.2.1),
- of the provision of data regarding the load and wagon sequence in trains and at railway yards (see Appendix 6, Operational Conditions, Section 4.2.2).

If the operating activities of the railway undertaking includes the transport of nuclear substances, further agreements within the context of the Access Agreement will be made prior to the transport. Insofar as these agreements require any commitment on the part of ProRail and/or its auxiliary persons, the related actual costs are for the risk and account of the railway undertaking. ◄

2.7 Rolling stock acceptance process guidelines

Vehicle licences

The operation of a railway vehicle on the main railway network requires a vehicle licence and the vehicle must be registered in the vehicle register.[25] The Transport Inspectorate, on behalf of the Minister of Infrastructure and Public Works, can issue a temporary user licence for the performance of test runs with railway vehicles on the main railway network.[26] Licences are granted via the European Railway Agency (ERA) or the Transport Inspectorate. The manner in which the Transport Inspectorate involves ProRail in this is laid down in a policy rule.[27]

The admission of railway vehicles is subject to the requirements of the Technical Specifications for Interoperability (TSI) and the Railway Vehicles Service Regulation (Ris). Information about the main railway network can be found in the Infrastructure Register (RINF). Additional information on the main railway network may be required for testing and assessment of requirements. Questions about this can addressed to inzet.spoorvoertuigen@prorail.nl.

Operation and maintenance of railway vehicles

As soon as a rail vehicle is commissioned by a railway undertaking, the latter is responsible for operation and maintenance of the rail vehicle in accordance with the applicable statutory and essential requirements. [28]

[25] Section 26q Railways Act
[26] Section 26r Railways Act
[27] Policy rule on the role of the network manager in the admission of vehicles Railways Act 2019
[28] Sections 26k(6) and 26c(1) Railways Act

Railway vehicles data
ProRail requires data from railway undertakings regarding new and modified railway vehicles, as referred to in Chapter 3.5, Appendix 6 (Section 4.1.4 paragraph 4) and Appendix 8 Section 3. The Logistics Portal of ProRail includes a form specifying the data to be provided (Rolling stock characteristics form, version 2 dated 12/12/2014). The completed form can be sent to accountmanagement@prorail.nl.

The railway undertaking is responsible for ensuring that the data relating to the new or modified railway vehicle has been submitted prior to being taken into use. It is possible that the data is already provided by the vehicle supplier during the admissions process.

2.8 Staff acceptance process

The railway undertaking will ensure that the personnel and auxiliary staff deployed at its responsibility in the sense of the Railways Act, have received sufficient instructions concerning the safety aspects and the proper execution of operating processes. [29]

Regulation to be agreed upon

► The railway undertaking will ensure that (auxiliary) staff engaged under its responsibility act in accordance with the provisions of the Access Agreement. Persons working on the railway infrastructure are required to do so on the instructions of the railway undertaking. Such persons, shall on request, be able to provide proof of such instruction. ◄

For certain cross-border route sections an exemption can be granted with regard to the language level that needs to be spoken, provided that the 'Procedure for the exemption of language level (B1) for drivers on cross-border route sections' is followed. This procedure is available for consultation on the Logistics Portal of ProRail.

2.9 Requirements relating to information provision

The railway undertaking will continually provide ProRail with the information it requires concerning the use of the infrastructure.This information will include:

- The information that the railway undertaking includes in its capacity requests (see application data in Chapter 4).
- The information that the railway undertaking provides immediately prior to and during actual use of the infrastructure.
- The information that the railway undertaking provides on expiry of a certain period of time, and which relates to actual use, traffic and transport during said period, in particular for the control of noise emissions (see Appendix 8, Section 3).
- Information on activities by the railway undertaking within structures, in the sense of the Environmental Management Act, of the infrastructure that are subject to a reporting duty on the part of the permit holder.
- ETCS loggings for fault analyses.
- In order to be able to identify the root causes of complex ERTMS (chain) problems in technology, process or operation/use, periodic analyses are carried out jointly by the railway undertaking and the network manager. For these analyses, the railway undertaking will make relevant raw data from railway vehicles (e.g. ARR data, JRU data and RTM data) available to the network manager to the extent permitted by the rolling stock contracts. The infrastructure manager will make the relevant QATS data from the rail vehicles available to the railway undertaking on request. In the event of safety-related malfunctions, the parties will safeguard the data within 24 hours and make it available to the network manager as soon as possible upon request.

[29] Section 22(2)(d) and Sections 49 to 54 Railways Act.

- Relevant particulars of the railway undertaking intended exclusively for incident investigations t aimed at improving product quality or safety. ProRail can request the provision of the above information.

Reports to meet the duty resting on railway undertakings to provide statistical data.
Railway undertakings are under legal obligation to provide statistical data about their traffic to the Central Bureau of Statistics (CBS).
ProRail is prepared, following receipt of an authorisation to this effect by the railway undertaking, to furnish data available to ProRail directly to the Central Bureau of Statistics.

Regulation to be agreed upon

► By means of the Access Agreement, railway undertakings and ProRail make further agreements on the modality of information transfer, both as prescribed by law and under the terms of the Access Agreement. Parties can determine in the Access Agreement that information that serves several purposes need only be supplied once by the railway undertaking. ◄

3 Railway infrastructure

3.1 Introduction

This chapter contains a description of the functional and technical characteristics of the railway infrastructure managed by ProRail. The infrastructure register (RINF) as referred to in Section 16b Railways Act contains the network parameter values.

Contact address for the provision of information and documentation relating to the (possible use of the) infrastructure:

organisation:	ProRail BV, Transport and Timetables Transport Analysis and Capacity Development Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
email:	gebruikswaardeinfo@prorail.nl

Titleholders can on request (for contact particulars, see Chapter 1.8) gain access to the Logistics Portal on which ProRail provides information.

3.2 Extent of network

The area under the management of ProRail is defined by means of:

- A specification of the railways that fall under the management of ProRail, with the accompanying infrastructure and decommissioned lines.
- A specification of the transition points to connected railways that fall outside the management of ProRail.

3.2.1 Railway network managed by ProRail

Appendix 1 shows the Railway network[30] managed by ProRail. This appendix also includes a table with the railways designated as part of the main railway network[31] that link up with the sidings in port and industrial areas.

ProRail manages:

- The railways designated as main railway network by the Railways Allocation Decree, the management of which has been assigned by concession to ProRail.
- The infrastructural elements[32] that constitute part of the main railway network and which are designated as railway infrastructure, including the transfer facilities in stations.
- A number of other infrastructural facilities that are related to the traffic on the main railway network and are managed by ProRail, such as refuelling facilities.
- A number of decommissioned tracks, not designated part of the main railway network, see Appendix 11.

The cadastral boundaries of the area managed by ProRail are shown in RailMaps, see Chapter 3.3.

30 The railways as stated in Annex 1 and Annex 2(a) Railways Allocation Decree.
31 The railways as stated in Annex 2(b) Railways Allocation Decree.
32 See Annex I to Directive 2012/34/EU.

Decommissioned railways
ProRail manages a number of decommissioned railways (see Appendix 11). These railways are railways within the meaning of Section 2(3) Special Railways Decree, which means that rail traffic is not possible over these decommissioned railways. Any reactivation of decommissioned railways will be announced by means of a supplement to the Network Statement and, in that case, rail traffic over a reactivated railway will first be possible after inclusion of that railway in the Railways Allocation Decree.

3.2.2 Connected railway networks outside the management of ProRail

For the purposes of cross-border traffic, the main railway network is linked to the railways in neighbouring countries at the border crossings below.

- With the railway network in Belgium managed by Infrabel, at the border crossings:
  - Sas van Gent – Zelzate
  - Roosendaal – Essen
  - Hazeldonk
  - Budel – Neerpelt
  - Maastricht – Lanaken[33]
  - Eijsden – Visé
- With the railway network in Germany managed by DB Netz AG, at the border crossings:
  - Nieuweschans – Weener[34]
  - Oldenzaal – Bad Bentheim
  - Enschede – Gronau[35]
  - Zevenaar – Emmerich
  - Venlo – Kaldenkirchen
  - Haanrade – Herzogenrath

For the purposes of transfer traffic, furthermore, the main railway network is connected at the following places with railway lines in the Netherlands managed by other parties: Veendam, Coevorden, Apeldoorn Zuid, Dieren, Kerkrade Centrum, Schin op Geul, Hoorn, Goes and Schiedam.

Various industrial and transhipment companies have sidings connecting them to the main railway network managed by ProRail. These sidings fall outside the management of ProRail. Information on the possible use and applicable conditions is available from the companies connected to these tracks.

3.3 Network description

This chapter describes the characteristics of the railway infrastructure that are relevant to traffic use. Detailed information on these characteristics of the railway infrastructure can be found, inter alia, in:

- The Rail and Road Signs application as described in Section 1 of Appendix 23.
- 'Customised functionality of railway infrastructure via Infra-Atlas in Chapter 5.5.2.1.
- The Rail and Road Signs application as described in Section 2 of Appendix 23.
- The publication on temporary speed restrictions as described in Section 3 of Appendix 23.
- The infrastructure register (RINF), see the website of ProRail. This register as referred to in Section 16b Railways Act contains the values of the infrastructure's network parameters.

33 The Maastricht - Lanaken railway line connects the industrial estate located near the border on Belgian territory with the Dutch railway network; the railway line offers no connection for through traffic to/from the Belgian railway network.

34 During the period of validity of this Network Statement, no through traffic after Weener is possible via the Nieuweschans – Weener railway line owing to a defective railway bridge.

35 The Enschede - Gronau railway line is not connected at Enschede to the main railway network in the Netherlands and does not provide a connection for through traffic to/from the German railway network.

3.3.1 Geographical identification

In the geographical identification of the railway network managed by ProRail, a distinction is made between route sections, track geometry and stations and nodes. The identification characteristics of tracks (letters/numbers), signals, points and other facilities and the kilometre marking(s) per section can be consulted in RailMaps.

The effective length of available arrival, departure, stabling and overtaking tracks per railway yard is available via the Logistics Portal of ProRail. Also, an overview is provided of the relevant detailed information available on request.

3.3.1.1 Track typologies

Appendix 1 contains an overview of the network configuration, single-track, double-track and multi-track sections distances between nodes (selection).

For information about the effective track length of holding sidings: see the Logistics Portal of ProRail.

3.3.1.2 Track gauge

Track gauge: the nominal rail gauge throughout the entire network is 1,435 mm, in accordance with EN 13848-1 (minimum 1,430 mm, maximum 1,450 mm).

3.3.1.3 Stations and nodes

Network nodes and the names of several important station and nodes can be found in Appendix 1.

3.3.1.4 Information available on request

Also available on request:

- Track plan and route options per railway yard. Crossover facilities outside railway yards.
- Directional orientation of route sections at stations.
- The location and full and abbreviated names of all railway yards, stations, border crossing points and other important points.
- Location of branches to sidings.
- The boundaries of the tracks and rail sections that are designated as 'railway yard' pursuant to the Rail Traffic Decree[36].

3.3.2 Capabilities

The potential for use of the railways is described with the aid of the six parameters below.

1. Loading gauge
2. Axle load and ton metre weight
3. Line gradient
4. Line speed
5. Maximum train length
6. Power supply

An overview is also provided of the supplementary information on potential use, which is available on request.

The angle ratios of points and the presence of overhead lines on individual tracks are available via RailMaps.

The use outside the limit values of the parameters below is permitted only under agreed regulations for exceptional transport as defined in Section 1.2 of Appendix 6.

[36] Sections 29 to 34 Rail Traffic Decree. Sections 38 to 40 Rail Traffic Decree.

3.3.2.1 Loading gauge

The coding of loading gauges in this chapter complies with EN 15273.

- Railway vehicles (including load), the loading gauge of which complies with G2[37] are permitted on the entire network managed by ProRail.
- Railway vehicles (including load), the loading gauge of which complies with GC[38] are permitted on the route sections designated in Appendix 12 as GC or NL-2.
- Railway vehicles (including load), the loading gauge of which complies with NL-1[39] are permitted on the route sections designated in Appendix 12 as NL-1 or NL-2.
- Railway vehicles (including load), the loading gauge of which complies with NL-2[40] are permitted on the route sections designated in Appendix 12 as NL-2.
- Railway vehicles (including load) with a loading gauge that does not fit within the applicable loading gauge for that route section is designated as Exceptional Transport, see Chapter 2.5. This is in any event applicable if a load is in the so-called Red Measuring Area, see Appendix 12.
- Vehicles used on border route sections shall also comply with the vehicle gauge requirements of the neighbouring railway network.

3.3.2.2 Axle load and ton metre weight

The coding of loading classes in this chapter complies with NEN-EN 15528.
Loading Class C2 is permitted throughout the network. Also, the vehicle load may not exceed the maximum permissible load specified for that railway vehicle.[41] In accordance with the TSI Infrastructure[42], a distinction is made between freight transport (F) and passenger transport (P):

- Freight transport (F)
  Large sections of the network, including all route sections forming part of the rail freight corridors, can accommodate Loading Class C2 subject to the conditions of exceptional transport (see Section 1.2 of Appendix 6 and Section 1 of Appendix 13). Insofar as use is made of regular routes, these conditions only concern compliance with local speed restrictions.
- Passenger transport (P)
  On large parts of the network, see Section 2 of Appendix 13, an axle load deviating from loading class C2 can be agreed for passenger rolling stock under specific conditions. The specific conditions are agreed in the Access Agreement and may differ per route section and type and use of rolling stock.

  In any case, the conditions apply that the deviating load will never exceeds 22.5 tons and that the maximum speed is the route section speed, with a maximum of 140 km/h for trains running with ATB.
  .

3.3.2.3 Line gradient

- The gradient of holding sidings does not exceed 1:1000.
- The gradient of other tracks will as a rule not exceed 1:200. Signalling helps to prevent heavy trains from stopping on steeper gradients.

3.3.2.4 Line speed

- The permissible line speed is the highest speed allowed on a route section or a part thereof. The speed class of the permissible line speed is indicated per route section in Appendix 16.

37 Section 13(1) Railway Vehicles Service Regulations
38 Section 13(2) Railway Vehicles Service Regulations
39 Section 13(2) Railway Vehicles Service Regulations
40 Section 13(2) Railway Vehicles Service Regulations
41 Section 17(2) Rail Traffic Decree.
42 Commission Regulation (EU) No 1299/2014 of 18 November 2014 on the technical specifications for interoperability relating to the 'infrastructure' subsystem of the rail system in the European Union, *OJEU* 2015, L 356/1.

3.3.2.5 Maximum train length

- The maximum train length (including locomotive) is 740m for freight trains and 400m (excluding a tolerance of 1%) for high-speed passenger trains. Length-specific limitations also apply to international traffic.
- The train length shall in all cases be less than the effective length of the departure, overtaking and arrival tracks present at each station for which the train is scheduled according to the timetable. Additionally, the length of passenger trains shall be attuned to the effective length of the platforms at which the train will stop according to the timetable (see Appendix 19).
  In case of a scheduled use of a rerouting, the length restrictions according to the timetable for that route apply.
  A detailed list of the effective track and platform length per railway yard is available for consultation on the Logistics Portal of ProRail.
- Based on the restrictions in Germany, ProRail and DB Netz have determined the following maximum train lengths (including traction vehicles) for freight trains at the border crossings:
  - Oldenzaal – Bad Bentheim: maximum 590m
  - Zevenaar – Emmerich: maximum 690m
  - Venlo – Kaldenkirchen: maximum 650m

Freight trains to and from Germany longer than these limit values can only be used with the consent of DB Netz. ProRail is responsible for the coordination with DB Netz. Freight trains to and from Germany which do not use the pre-arranged paths on the freight corridors and which are longer than the above limit values (with a maximum of 740m) can only be used with the consent of DB Netz. ProRail is responsible for the coordination with DB Netz. For more information on this process, see Chapters 4.4.1.2 and 4.4.1.3.1.

3.3.2.6 Power supply

Provided in Appendix 17 is the following information:

- The route sections fitted out with an overhead line for electrical tractive power supply.
- The contact line voltage and any maximum current collection per route section in accordance with EN 50367.
- The provisions at transition points to other contact line voltages.

The standard height of the overhead contact line in relation to the top edge of the rail is +5.50m. A different height may apply at the location of structural works, although the overhead contact line remains beyond the loading gauge locally applicable.

The distance between the front of the train and the rearmost raised current collector of that same train may not exceed 400m, in connection with the placement of signals at air gap overlap span.

Regulation to be agreed upon

► ProRail requires the railway undertaking to provide particulars per type of electric railway vehicle as described in Section 3 of Appendix 8. ◄

3.3.2.7 Information available on request

- Information on the kinetic loading gauge NL-1 at stations and railway yards.
- Locally applicable speed limits.
- Contact line voltage tolerances.

3.3.3 Traffic control and communications systems

The railways are fitted with signalling systems, safety and communication system for the safe and controlled handling of rail traffic.
All route sections and tracks that are designed for speeds >40 km/h are equipped with a signalling system that monitors the relationship between the position of points, track occupation and signalling. Additional safety systems use automatic train control to monitor the maximum speed and correct signal performance.

Regulations for the use of locally operated route sections are detailed in the Authorisation Regulations on Local Operating Rules, see Section 5.2 of Appendix 6.
The operating instructions are available via Raildocs of ProRail.

3.3.3.1 Signalling systems

The type of signalling system per route section is described in the table below.

Table 3.1 Type of signalling system per route section.

Route section	Applicable signalling system
Hoofddorp – Rotterdam Centraal (forming part of the HSL-Zuid)	Single signalling system ERTMS Level 2 version 2.3.0 corridor with cabin signalling via ETCS. The fall-back signalling system is ERTMS Level 1.
Rotterdam Lombardijen – Hazeldonk Grens (forming part of the HSL-Zuid)	
Maasvlakte – Barendrecht Vork (forming part of the Betuweroute)	Single signalling system ERTMS Level 1 version 2.3.0.d. Light signalling system.
Barendrecht Vork – Kijfhoek Zuid (forming part of the Betuweroute)	Dual signalling: – ERTMS Level 1 version 2.3.0.d. – ATB and light signalling system. Trains equipped with only ATB, and trains with ERTMS/ETCS can run simultaneously.
Kijfhoek-Zuid – Zevenaar Betuweroute Aansluiting (forming part of the Betuweroute)	Single signalling system ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS.
Zevenaar-Oost – Zevenaar Grens	Single signalling system ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS.
Amsterdam Duivendrecht – Utrecht (Amsterdam-Utrecht)	Dual signalling: – ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS. – Light signals, supported by cabin signalling via ATB.
Lelystad Opstelterrein Aansluiting – Hattemerbroek Aansluiting (Hanzelijn)	
Enschede – Enschede Grens	Local operation of signals by train personnel using an infrared remote control system.
Winterswijk – Doetinchem	
Groningen – Leeuwarden	
Other route sections	Light signals, supported by cabin signalling via ATB or ETCS.

3.3.3.2 Traffic control systems

- Traffic control support systems are fed with train composition data as entered into the timetable planning systems. The conditions for the use of these systems by railway undertakings are subject to further agreement.
- Generally, all network traffic control posts and the back-office of the response organisation are open continuously 24 hours a day, although altered opening times may apply in case of public holidays.
- Once the annual timetable is determined, ProRail (in consultation with the titleholders involved) may decide to close (network) traffic control posts during those hours in which no scheduled traffic will take place within the area under their control.These closing times are announced in the Local Operating Rules, see Section 5.2 of Appendix 6.
- Outside the time periods during which a signalman is present in a locally controlled area[43], the following applies: prior to the use of tracks to, inside and from the locally controlled areas of stations, arrangements shall be made with ProRail regarding safety management and the exchange of safety information.

3.3.3.3 Communication systems

The railways managed by ProRail are fitted out with GSM-R, an internationally standardised digital radio-communication system. GSM-R is suitable for data communication between ETCS systems and

[43] 'Signalman with minimum authority'.

voice communication between the driver and traffic control (see the GSM-R Voice system in Section 4 of Appendix 23 and the GSM-R Walkie-Talkies service in Chapter 5.5.1.1). GSM-R is also suitable for other rail-related voice and data communication (see GSM-R other rail-related voice and data service in Chapter 5.5.1.2).

3.3.3.4 Automatic train control systems

- Type of automatic train control (ATC) system per route section: see Appendix 14.
  The (Belgian) ATC system Memor/krokodil is installed between the national border and the start/end of the ATC system covered area on the border route sections Roosendaal – Roosendaal Grens and Maastricht-Eijsden Grens.
  The German PZB/Indusi ATC system has been installed at a number of signals at the Venlo railway yard, the border route section Venlo – Venlo Grens, and the border route section Enschede – Enschede Grens.
- Both ATC-EG and an ERTMS ATC system are present on the route sections Amsterdam Duivendrecht – Utrecht and Lelystad Opstelterrein Aansluiting – Hattemerbroek Aansluiting. Traction vehicles fitted with ATC system and/or compatible ERTMS train equipment can use this route section. The ERTMS control system permits suitable and approved rolling stock to run at the speeds indicated below.
  - Amsterdam – Utrecht: 160 km/h
  - Lelystad Opstelterrein Aansluiting – Hattemerbroek Aansluiting: 200 km/h.

  Rolling stock fitted with ETCS can run on this route section with ATC system without requiring ERTMS communication encryption keys.
- The shunting hump in Kijfhoek is fitted with an automated hump process control system. Traction vehicles used for shunting via this hump shall be fitted with equipment for communication with and control by the hump process control system.
- The ATC system (both ATC-EG and ATC-NG) monitors the instruction to reduce speed to the limit indicated by the signalling system. At selected locations, the system has an extra function ('ATC-Vv') that provides for braking curve monitoring in the speed range between 0 and 40 km/h. ATC-Vv only works on rolling stock fitted with the ATC-Vv functionality.
- An ETCS level transition STM-ATC <> STM-PZB is present on the border route sections:
  - Nieuweschans – Weener (D)
  - Coevorden – Laarwald (D)
  - Oldenzaal – Bad Bentheim (D)
  - Venlo (railway yard) – Kaldenkirchen (D)
  - Landgraaf – Herzogenrath (D)
- An ETCS level transition STM-ATB <> Level 2 is present on the route section Zevenaar – Zevenaar Oost.
- An ETCS level transition Level 2 <> STM-PZB is present on the border route section Zevenaar Oost – Emmerich (D).
- An ETCS level transition STM-ATC <> STM-Memor is present on the border route sections:
  - Roosendaal – Essen (B)
  - Weert – Budel – Neerpelt (B)
  - Maastricht Randwyck – Eijsden – Visé (B)

Regulation to be agreed upon

► ProRail has:
- described the procedures for requesting and managing communication encryption keys, which are required to run on ERTMS level 2 route sections;
- the user processes for the running of trains with ERTMS,

in Section 5.1 of Appendix 6 Operational Conditions and wants to include these in the Access Agreement. ◄

3.3.3.5 Train detection systems

- Multiple train detection systems are used on the railway network managed by ProRail in order to feed the safety system with information on track occupation. Some of these detection systems make use of the shorting effect of wheelsets (track circuits), other systems make use of physical

phenomena, such as the influencing of a magnetic field (axle counters and detection loops) or rail deflection (pedals).

- Which train detection systems are in use on which route section is stated in Appendix 15. Information on existing detection systems on specific tracks at railway yards and stations is not visible in Appendix 15. For this, see Chapter 3.3.3.6.
- Railway vehicles shall at all times be compatible with the train detection systems installed on the route sections on which the vehicles are run, which in any event includes compatibility as regards shorting and circuit behaviour (train-track). Whether there is sufficient compatibility is determined on a case-by-case basis by the Minister of Infrastructure and Water Management (represented by ILT) and laid down in the service licence of the specific railway. The compatibility requirements connected to the various detection systems are laid down in the Railway vehicles service regulations. These requirements are described for each detection system in Section 17 Railway vehicles service regulations with reference to Annexes 4, 5 and 6. For non-TSI-compliant vehicles, the requirements under 1.4 of Annex 3 also apply.
- In case of combination of GRS track circuits with additional detection means (axle counters, PSSSL, pedals, mass detection loops) it is possible to run railway vehicles that do not meet the requirements with regard to detection quality (RIS Annex 5).
- 44. This is indicated in the restrictions of railway vehicle service licence, with reference to the Technical file for authorisation.
- Appendix 15 indicates which route sections are suitable for these electric passenger trains, regardless of whether a monoculture occurs.

3.3.3.6 Information available on request

- Further information on the (Belgian) automatic train control system Memor/krokodil.
- Further information on the (German) automatic train control system PZB/Indusi.
- Working zone divisions (the division of the railway network into zones which can be completely decommissioned at any given moment).
- Location of the crossovers from a centrally controlled area to a locally controlled one.
- Division of the railway network into traffic control areas.
- Number and nature of railway level crossings with public roads.
- Location of various train detection systems on station and railway tracks.

3.4 Traffic restrictions

The potential for use of the infrastructure is determined by the characteristics of the infrastructure and external factors.

Explicitly - but not exclusively - included under external factors are the regulations of environmental permits granted to ProRail pursuant to the Environmental Permit (General Conditions) Act and imposed on ProRail under the General Administrative Law Act for the use of the infrastructure managed by ProRail.

ProRail will, by means of the Network Statement, report traffic restrictions under the basic access package, pursuant to Annex II of Directive 2012/34/EU and ensuing from licensing or other public law regulations, the contents of which are not announced in a Netherlands Government Gazette, Bulletin of Acts and Decrees or Treaty Series.

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44 A monoculture occurs if fewer than 2 railway vehicles with irreproachable detection quality run per hour at track level: VIRM/VIRMm, ICMm, DDZ, Elok with carriages.
Combinations with other types of train sets and freight trains generally do not provide sufficient guarantee that the detection quality is maintained in deteriorating conditions, such as during the autumn with leaves falling on the tracks.

3.4.1 Specialised infrastructure

Transport restrictions and exclusions
Stated in Appendix 9 are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded.

This appendix also specifies the route sections for which passenger transport shall be requested from the OSS of ProRail. The request shall include a Risk Inventory & Evaluation and an operational scenario. These documents shall be approved by ProRail at least one month before the performance date. For contact particulars, see Chapter 1.10.1.

Environmental fire safety permits
Some parts of the railway infrastructure are qualified as structures. Use of these structures can, under the terms of the Environmental Permit (General Conditions) Act, in combination with the Environmental Law Decree and the 2012 Building Decree, require an environmental fire safety permit or occupancy notification. The competent authority can grant the environmental fire safety permit subject to conditions. If an environmental fire safety permit lays down restrictions or conditions that are of importance to the use of the infrastructure by railway undertakings, ProRail will publish those restrictions or conditions in the Network Statement. These documents are available for consultation at ProRail. The limitations and conditions of the permits valid at the start of the timetable belonging to this Network Statement are listed in Appendix 9.

High-speed route sections
The Hoofddorp-Rotterdam Centraal (via the Groene Hart tunnel) and Rotterdam Lombardijen – Hazeldonk route sections are designated as route sections of the high-speed rail system as referred to in Annex I to Directive 2008/57/EC. Specific restrictions that apply to the use of these route sections are stated in the infrastructure register.

Regulation to be agreed upon
► By entering into the Access Agreement, the railway undertaking accepts the obligation to comply with the notifications and environmental permits for fire-safe use and to refrain from any action that may result in a violation of the applicable regulations. Furthermore, the railway undertaking accepts that ProRail monitors compliance with these obligations. ◄

3.4.2 Environment-related operating rules and restrictions

3.4.2.1 Environmental permits

General
Railway undertakings making use of the railway yards managed by ProRail may only perform those activities for which an environmental permit has been issued. The permitted activities are stated in the environmental permit. The environmental permits granted to ProRail, in as far as these contain provisions relating to the use of the railway infrastructure, are considered an integral part of the Network Statement.

Railway yards are facilities where multiple users (such as ProRail and railway undertakings) can operate simultaneously and alongside one another, using the same environmental permit. Every user is responsible for compliance with the permit and the applicable regulations. Every user can be held to account by the competent authority. ProRail has assumed the coordinating task to ensure that the users of the facility are informed about the rights and obligations stated in the permit.

Regulation to be agreed upon
► By entering into the Access Agreement, the railway undertaking accepts the obligation to perform its operations in accordance with the permits regulations. Non-compliance with these provisions implies an attributable failure towards ProRail. Further details in this respect are provided in the General Terms & Conditions (Appendix 5) and the Operational Conditions (Appendix 6). ◄

Within the context of the acoustic study to determine compliance with environmental permits and the application for environmental permits, ProRail requires noise emission data on passenger stock and locomotives as applicable for the use on railway yards. Known average values are used for freight wagons.

Regulation to be agreed upon

► ProRail requires all railway undertakings to submit a statement of the noise emission data of their passenger stock and locomotives. Further details of this statement are given in Appendix 8. ◄

A railway undertaking requires prior permission from ProRail if it intends to make changes to the permit-linked activities (under the Environmental Permit (General Conditions) Act) at the site. The environmental permit may have to be revised in a number of cases.

Application for or change to an environmental permit

In case of an application for/change to a permit, ProRail will contact the relevant railway undertakings for the collection of the prescribed information. The information required from the railway undertaking is detailed in Section 3 of Appendix 6. Consideration should thereby be given to the points below.

- Based on input by the railway undertakings, ProRail will calculate the environmental effect of the activities under application on the environment and draw up reports. The environmental reports, together with the application text, will be discussed with the railway undertakings. Timely coordination with the railway undertakings takes place on submitting the final application, submitting opinions on the basis of the draft decision, and filing a letter of appeal. Copies of the relevant documents are sent to the railway undertakings.
- Once the environmental permit has come into effect, ProRail translates the environmental parameters into planning standards that form the basis for the allocation of capacity (integral capacity management).

ProRail has a coordinating role in processes concerning the submitting of opinion documents and letters of appeal and, when so addressed by the competent authority, in actions within the context of supervision and compliance. A description of information required by ProRail from the railway undertakings is given in Section 3 of Appendix 6.

Environmental permit control

ProRail assumes that railway undertakings are familiar with the permit regulations. All current environmental permits (and environmental notifications) are available for consultation on the Logistics Portal of ProRail or can be provided on request by ProRail. Here, users (parties who are responsible for compliance with the permit regulations) of a railway yard will find all the provisions with which they shall comply.

The restrictions and obligations laid down in the environmental permit can concern:

- The handling - including the stabling - of wagons with dangerous goods, in particular when loaded in tank wagons and tank containers.
- The performance of operations that may place a noise load on the environment.
- The stabling of railway vehicles intended for scrapping is treated as the ‘storage of waste substances’.
- The provision of information on the activities and actions performed at a railway yard. For information to be provided: see Appendix 8.
- The installation and use of facilities at the railway yard.
- A code of conduct for users, including the use of compulsory (protective) equipment, the handling of waste and the reporting of unsafe situations, is included in the company regulations of ProRail, see Chapter 2.3.
- Obligations to report on volume of use, incidents, measures, target regulations, etc.

Exceptional situations

It may occur that ProRail is granted an environmental permit that also has implications for tracks that fall outside the management of ProRail. ProRail will in that case make arrangements with the manager of those tracks in order to ensure compliance with the permit conditions.

Another possibility is that tracks and sites that fall under the management of ProRail fall within the scope of application of an environmental permit granted to a party other than ProRail. In that case ProRail will inform the railway undertaking about the conditions of the permit that are relevant to the railway undertaking.

3.4.2.2 Noise on route sections

The Ministry of Infrastructure and Water Management sets[45] the permissible noise limits for rail traffic. Information on the permitted noise limits is published on the website of the Ministry of Infrastructure and Water Management. ProRail takes measures to ensure[46] compliance with the noise limits, by testing whether the requested capacity remains under the noise limits, see Chapter 0 point d. If the test shows an exceedance of the noise limits, which cannot be resolved by coordination, the applicable infrastructure is declared congested, see Chapter 4.4.3.

ProRail shall each calendar year submit a compliance report to the Minister of Infrastructure and Water Management regarding compliance with statutory noise limits. ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil these obligations, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

ProRail also requires the categorisation of the passenger stock as defined in the statutory calculation regulations[47]. A distinction is made between quiet and non-quiet freight wagons.

Regulation to be agreed upon

► ProRail requires that every railway undertakings provides annual data on the average realised running and composition of trains during the day, evening and night periods in the calendar year. Further details of this statement are given in Appendix 8. ProRail also requires that every railway undertaking provides the categorisation of the passenger stock as defined in the statutory calculation regulations[48]. Further details of this statement are given in Appendix 8. ◄

3.4.2.3 Soil protection

The operating processes of the railway undertakings entail risks in terms of contamination of the soil and ballast with fuels, coolants, lubricants, etc. Small quantities of these contaminants can, under normal running conditions, leak from trains on the ballast. This risk can be minimised through good and regular maintenance. Moreover, soil and ballast contamination can occur as a result of incidents.

The Soil Protection Act prescribes that ProRail and the railway undertakings take measures aimed at minimising the risk of soil contamination and, in the case that soil contamination nevertheless does occur, that they take all necessary measures to limit the effects thereof.

If contamination is ascertained in the ballast or soil of the main railway network, ProRail will conduct a survey to determine the current or past cause. In case of indications that the contamination has been caused by a railway undertaking, the latter will be notified immediately. ProRail will also involve the railway undertaking in the survey. Pursuant to the provisions of the Soil Protection Act, ProRail will notify the competent authorities of the soil contamination. The appropriate remediation measures will be based on the instructions of the competent authority. The costs of the ballast and/or soil survey, as well as any required remediation, will be recovered from the railway undertaking if it indeed appears to have been the party causing the contamination.

Rolling stock tanks containing diesel or gas oil involve a raised risk of soil contamination. The same applies to other forms of transhipment of hazardous liquids. Locomotives may only be refuelled at the designated refuelling facilities, above the soil protection facilities stated in Appendix 21.

Refuelling outside one of the refuelling facilities stated in Appendix 21 is permitted only in exceptional cases. These cases are described in Section 3.3 of Appendix 6 Operational Conditions.

Regulation to be agreed upon

► ProRail wishes to lay down the arrangements concerning soil protection (handling in case of signalled ballast contamination and refuelling) by means of the General Terms & Conditions (see

45 Section 11.27 Environmental Management Act
46 Section 11.20 Environmental Management Act
47 Rail Traffic Noise Calculation & Measurement Regulations 2012
48 Rail Traffic Noise Calculation & Measurement Regulations 2012

Section Appendix 5) and the Operational Conditions (see Section 3.3 of Appendix 6) to the Access Agreement. ◄

3.4.3 Restrictions due to dangerous goods

Handling of dangerous goods at railway yards
The railway yards below are equipped for the handling and stabling of wagons with dangerous goods.

Table 3.2 Railway yards equipped for the handling and stabling of wagons with dangerous goods

Railway yard		
Acht	Hengelo	Rotterdam Pernis
Amersfoort Goederen	Kijfhoek	Rotterdam Waalhaven Zuid
Amsterdam Aziëhaven	Lage Zwaluwe	Sas van Gent
Amsterdam Westhaven	Moerdijk	Sittard
Axel Aansluiting	Onnen	Sloe 1
Blerick	Roosendaal	Sloe 2
Delfzijl Oosterhoorn	Rotterdam Botlek	Terneuzen Aansluiting
Deventer Goederen	Rotterdam Europoort	Valburg CUP
Emmen	Rotterdam Maasvlakte	Venlo

The above supply is the result of deliberate investment by ProRail in, instructions by the competent authority or generic safety regulations required for the fitting out and organisation of railway yards involved in the handling of trains and wagons containing dangerous goods.
The available railway yards are selected to accommodate shunting processes near the start or end point of rail transport flows to/from potential shippers/recipients/processes of dangerous goods, as well as the necessary in transit shunting processes (locomotive exchange/direction change/stabling). For the purpose of the timetable, ProRail's Logistics Portal publishes the Environmental Checklist and, at railway yard level, the documents 'Points of attention for the environment permit'." The Checklist includes all the railway yards where, to date, shunting with dangerous goods relevant to external safety is permitted by law. The 'Points of attention for the environment permit' documents outline the contents of the environmental permit for each railway yard. ProRail will handle requests from titleholders for the designation of other/supplementary railway yards in accordance with the procedures as described in Chapter 3.8.1.

The handling of trains with dangerous goods at railway yards is subject to environmental permits. Chapter 3.4.2.1 discusses the application procedure for an environmental permit pursuant to the Wabo Act (Environmental Law (General Conditions) Act).

Rules of procedure

► If railway undertakings collectively apply for more capacity than is locally permitted, the permit holder may, as part of the integral capacity management, opt to subject the capacity allocation to an individual applicant to specific restrictive conditions and regulations, in such a manner as to ensure that the total allocated capacity complies with the permit conditions. ◄

In order to comply with statutory obligations regarding external safety on railway yards, ProRail requires railway undertakings to provide supplements and corrections to the data collected by ProRail. Further details of this statement are given in Appendix 8.

Carriage of dangerous goods
Route sections on which the carriage of wagons containing dangerous goods is excluded or restricted due to local environmental risks are listed in Appendix 9.

The periodic report on external safety is further described in Appendix 8.

3.4.4 Railway tunnel user regulations and restrictions

User regulations
Railway tunnels are generally fitted with specific safety and evacuation facilities. These facilities and the accompanying emergency plans help persons to escape to safety in case of a disaster. This concerns the tunnels below.

- Hemtunnel (Amsterdam Sloterdijk – Zaandam)
- Velsertunnel (Santpoort Noord – Beverwijk)
- Schipholtunnel (Hoofddorp – Amsterdam Riekerpolder Aansluiting)
- Rijswijktunnel (Den Haag Moerwijk – Delft)
- Willemsspoortunnel (Rotterdam Centraal – Rotterdam Zuid)
- Overkapping Barendrecht (Rotterdam Lombardijen – Zwijndrecht);
- Botlektunnel (Botlek - Pernis)
- Sophiatunnel (Kijfhoek Zuid - Papendrecht)
- Giessentunnel (Giessendam - Gorinchem)
- Tunnel Pannerdensch kanaal (Valburg - Duiven)
- Tunnel Zevenaar (Duiven - Zevenaar)
- Besttunnel (Boxtel – Eindhoven Strijp-S)
- Tunnel Groene Hart (Hoofddorp – Rotterdam)
- Tunnel Rotterdam Noord (Hoofddddorp – Rotterdam)
- Tunnel Oude Maas (Rotterdam – Hazeldonk)
- Tunnel Dordtsche Kil (Rotterdam – Hazeldonk)
- Drontermeertunnel (Dronten – Kampen Zuid)
- Tunnel Nijverdal (Raalte - Wierden)
- Spoortunnel Delft (Rijswijk – Delft Zuid)

User restriction
Specific tunnel related traffic & transport limitations are stated in Appendix 9.

3.4.5 Bridge opening times and restrictions

Railway bridges that are opened according to a fixed timetable or on call ('request scheme') to enable the passage of shipping are shown in Appendix 18. The opening times of bridges subject to a fixed timetable are laid down in the 2020 Timetable determined by the Minister[49] and subsequently published on the website of Rijkswaterstaat.

3.4.6 Restrictions due to platform safety

ProRail manages the transfer facilities at stations, including platforms. Due to the limited capacity of a platform in combination with expected passenger numbers, high risk situations can arise. The degree of risks associated with current use of platforms is mapped out using the Platform Safety Risk Model. The model and the interpretation of the model is under development. ProRail is in talks about this with passenger transport operators, NS Stations and the Ministry of Infrastructure and Water Management. The aim is to include any resulting restrictions on use in the Network Statement 2021.

ProRail has also drawn up a list of points for attention in relation to the timetable design. This list is included in the start document for the BHP process. For the purposes of management and development of the railway infrastructure in relation to the demand for capacity and with a view to transfer risks, ProRail takes ad hoc measurements of the transfer load at a number of stations with (potential) capacity bottlenecks. These measurements produce relevant information on the use of the existing local transfer capacity. Also, ProRail makes arrangements in the Access Agreement with railway undertakings about the provision of transport data by the railway undertaking (see Appendices 8, 2.6 and 2.7).

[49] Section 25 Railways Infrastructure Decree.

3.5 Reliability, availability and operational quality of the infrastructure

This chapter describes the quality of the infrastructure in terms of reliability, availability, maintainability, safety, health and the environment (RAMSHE), as it applies to the entire infrastructure managed by ProRail. See Chapter 4.5 for the procedures applicable to capacity allocation for scheduled work on or near the main railway network.

Reliability and availability
Availability concerns the level of availability of the track for train services. Availability is reduced by scheduled (i.e. maintenance work) and unscheduled (i.e. due to disruptions) possessions. The scheduled possessions are required for the proper performance of maintenance, repair and management works (including the necessary testing of infrastructure systems and safety organisation drills) as well as the construction or modification work on or near the main railway network. For this reason, rail sections often have to be closed to traffic.

ProRail has determined parameters per weather facet (temperature, wind force, etc.) within which the nominal operational parameters of the infrastructure shall be available. In case of the over- or underrun of those parameters, ProRail can take preventive measures to reduce the risk of unsafe situations and/or damage to the infrastructure and to maintain the highest possible availability and reliability. These preventive measures can entail a restriction to the nominal operational parameters of the infrastructure (restrictions in speed/choice of route, etc.). The document '4 Seasons Matrix' (available for consultation on the website of ProRail) states the weather conditions per facet, as well as the applicable parameters and resulting measures.

Maintainability
ProRail will to the best of its ability make use of opportunities to perform work on the infrastructure without causing hindrance to the users/rail traffic, giving due consideration to cost and safety conditions. ProRail will take this aspect into account in case of all changes to infrastructure.

Safety
Furthermore, ProRail applies strict control procedures with regard to the safety of rail traffic during operating procedures by traffic control and other management tasks, in order that ProRail can provide railway undertakings with a safe, usable and accessible workplace for the performance of their rail traffic activities.

ProRail strives, where necessary in consultation with railway undertakings, to eliminate avoidable risks in the use of the railway infrastructure (including the use of level crossings). ProRail shields main railways, including railway yards, based on a location-specific risk analysis. The confidentiality of data and the obligation to take appropriate measures to protect data in information systems is included in Article 6 of the General Conditions.

ProRail monitors the safety of level crossings, both in terms of the running of rail traffic in general and of intersecting traffic in particular, in order to prevent a safety hazard.
ProRail, in consultation with the (road) manager involved, seeks infrastructural solutions for the running of intersecting traffic.
Any increasing risks in rail traffic shall be compensated by temporary or permanent user conditions for rail traffic combined where necessary with mitigating infrastructural measures. In doing so, ProRail follows the following developments:

- Pattern-based expansion of frequencies in passenger transport (also in off-peak hours).
- Structural changes to the time slot of a passenger train (series).
- Taking into use of new stops.
- Structural changes to stops (short stop instead of arrival/departure or vice versa).
- Structural new or rerouted freight trains.

With a view to improving the safety level, ProRail also closely analyses all safety incident reports and their handling.

The safety ambitions of ProRail are in line with the third framework memorandum with the title ‘Safe transport, safe working, safe living with rail´.

ProRail controls the specific environmental risks attached to the transport of dangerous goods by maintaining an operational organisation that can respond effectively to incidents involving dangerous goods. In as far as ProRail is obliged by public authorities to take measures to control the risks attached to the transport or handling of shipments of dangerous goods (e.g., volume control), ProRail will perform such measures, if necessary also via the Access Agreements with railway undertakings.

ProRail organises, as part of its management task under the concession, drills to keep the preparedness for dealing with incidents at a high level. Insofar as such drills impose a burden on the capacity of the railways, the required capacity will be requested through the regular capacity allocation procedures.

In consultation with the public authorities and the railway undertakings, ProRail will contribute towards actions aimed at controlling and improving the social safety at stations. The contribution of ProRail entails:

- Security services: on the basis of safety agreements (covenants concluded with local authorities), ProRail contributes to the promotion of social safety at and around stations.
- Opening/closing of stations: the opening and closing of waiting rooms and (parts of) stations in periods that those stations are not used for train services, with the purpose of preventing vandalism.
- Camera-supported supervision: with the purpose of raising the sense of safety of passengers and staff working at the station, as well as having a preventive effect on target groups (vandals, loiterers, junkies, homeless persons), reducing the damage caused by vandalism and increasing the chance of apprehending offenders.
- Technical modifications: necessary modifications as a result of changed circumstances at stations (relocation of cameras, adjustment of lighting, etc.), as well as analyses/surveys/audits geared to social safety.

Health
Under the terms of the applicable Occupational Health & Safety legislation, ProRail provides a healthy working environment both for its own employees and for the personnel of railway undertakings and their auxiliary staff working on the railway infrastructure.

Environment
ProRail organises the operational processes in such a manner that hindrance and contamination are controlled and reduced, in accordance with the relevant statutory provisions. To the extent that the relevant environmental protection legislation does not pertain directly to the railway undertakings that use the main railway network managed by ProRail, ProRail will by means of the Access Agreement stipulate that the railway undertakings make an adequate contribution towards ensuring the envisaged level of environmental protection.

3.6 Service facilities

A service facility concerns the installation, including site, building and equipment, which is fitted out in full or part in particular for the provision of one or more services as stated in Chapters 5.3, 5.4 and 5.5.

3.6.1 Passenger stations

ProRail further elaborates the transfer service facility as being the use of:

- platforms
- tunnels leading to the platforms
- walkways
- escalators/stairs
- ramps
- lifts

- the walking routes between the public road and platform for passengers who arrive or depart on foot

including the available:

- signposting
- cameras for security purposes
- lighting
- clocks
- PA systems
- waiting facilities
- travel information facilities (frames, screens)
- service facilities (frames)
- location for ticket dispensing machines and check-in check-out posts
- location for access control facilities (gates)
- location for information counter

to enable the transfer of passengers, both from outside the station to the trains, and vice versa, as well as between trains.

For the use of the transfer service facility, see Chapter 5.3.1.1.

Detailed information about the transfer (service) facility is available on a joint website of NS Stations and ProRail. To acquire information that is not yet available on the website, send an email to contact@stations.nl.

An optimal stop is provided by a passenger platform with the following characteristics:

- ProRail has started an 'Adjust platform height accessibility (P76)' programme aimed at bringing all platforms in the Netherlands to the standard height (based on European regulations and national agreements regarding rail accessibility). Ever more platforms now meet this standard, but there are also platforms that are not yet adjusted. For information on which platforms have been adjusted, contact the Stations servicedesk by sending an email to contact@stations.nl.
- An adjusted platform meets the following standards:
  - The platform height is at 760mm +top of rail, with a tolerance in the management phase of -35/+30mm.
  - The nominal distance from the edge of the platform to the the centre of the track is 1700mm, with a tolerance in the management phase of -50/+35mm.
- The following applies to platforms that have not yet been adjusted:
  - In practice, platform heights may range from a minimum of 500mm to a maximum of 1000mm +top of rail.
  - Situations exist where the distance from the edge of the platform to the centre of the track ranges from a minimum of 1650mm to a maximum of 1900mm.
- The gradient of the platform does not, in principle, exceed 2.5‰ (1:400). It may, in incidental cases, rise to a maximum of 12‰ owing to spatial restrictions.
- In case of horizontal curves at platforms, ProRail applies a horizontal curve radius that generally is not smaller than R=1000m. Curve radii smaller than 250m occur in incidental cases owing to spatial restrictions.
- In case of vertical curves at platforms, ProRail applies a vertical curve radius that generally is larger than R=15,000m. Curve radii up to R = 2500m may occur owing to spatial restrictions.
- Higher passing speeds than 160 km per hour are not permitted along passenger platforms.
- A general list of effective platform lengths is provided in Appendix 19 'Platform length', a detailed statement of effective platform length per station, per platform track and per direction of traffic is available for consultation on the joint website of NS Stations and ProRail or the Logistics Portal of ProRail.

Accessibility Programme

The Accessibility Programme comprises measures required to improve the accessibility of rail transport for passengers with a physical disability. The measures are aimed at the accessibility of existing stations. The standards are derived from existing regulations and documents such as the Building Decree, the Memorandum Basic Station 2005 and the TSI PRM 2008.

In case of newbuild and redevelopment of stations, ProRail applies the standards and guidelines regarding accessibility and capacity of transfer spaces as stated in the Memorandum Basic Station 2005 and the TSI PRM 2015.

Access control facilities
Railway undertakings have at various stations regulated access by means of access control facilities. The website of NS provides an up-to-date list of the stations fitted with access control facilities. Information is also provided:

- On which stations/platforms and from which date the access control facilities are activated.
- The measures that have been taken by the railway undertaking to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities.

Regulation to be agreed upon

► ProRail will in the Access Agreement with the railway undertakings that wish to regulate the access to stations by means of access control facilities, conclude agreements on the provision of information and the measures that shall be taken to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities. ◄

Temporary facilities in the transfer area
Extra mobile presentation facilities (for real-time travel information) can be deployed to facilitate an improved passenger flow, see Chapter 5.5.7.
The public address volume can be adjusted temporarily to facilitate an improved passenger flow, see Chapter 5.5.8.

3.6.2 Freight terminals

ProRail does not provide specialised transhipment facilities, such as (container) terminals, for freight transport. Except for the public loading and unloading facilities listed in Appendix 20, which are available for the transfer of goods from a lorry to a train or vice versa. This service is described in more detail in Section 5.3.1.2.

3.6.3 Railway yards

Railway undertakings can at a large number of railway yards perform shunting operations, making use of level railway infrastructure (rails, points, operational points). The tracks intended for shunting may be equipped with walkways and lighting managed by ProRail. The railway yards can also be used for stabling in such cases.

Only the Kijfhoek railway yard is provided with specific facilities, namely a shunting hump, rail brakes and a hump control system.

3.6.4 Stabling yards

The tracks intended for stabling may be equipped with walkways managed by ProRail, lighting and facilities for rolling stock upkeep. These facilities and their use are described in Chapter 5.3.

Information on the presence of facilities at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal van ProRail.

Information available on request

- Road traffic accessibility.

3.6.5 Maintenance facilities

A number of railway yards managed by ProRail are equipped with facilities for the maintenance and repair of railway vehicles. These facilities are managed by specialised overhaul and maintenance firms.

Regulation to be agreed upon

► ProRail has laid down further provisions regarding the performance of emergency recovery of and repairs to railway vehicles on the main railway infrastructure in Section 3.4 of Appendix 6 Operational Conditions, and wants to include these in the Access Agreement. The details, procedure and tracks on which emergency recovery of and repairs to railway vehicles shall be carried out can be found on the Logistics Portal of ProRail. ◄

3.6.6 Other technical facilities

ProRail has with a view to realising unhindered use of the railway infrastructure installed monitoring systems at selected locations.Those systems include:

- Hotbox systems that measure the temperature of wheels and axle boxes of passing railway vehicles and signal deviating values on the basis of the following threshold values:
  - of the axle box 90°C (warm signal) and 115°C (hot signal)
  - of the wheel 200°C (warm signal) and 375°C (hot signal)

  Warm signals apply only to the Betuweroute.
- QuoVadis measuring systems that measures the forces exercised by a passing wheel on the rail and signals deviating values, subject to the following threshold values:
  - 700 kN dynamic peak force
  - 30 tons axle load
  - 2.33 ratio skew load

If the stated threshold value is exceeded, the signalman will inform the driver of the train, after which the train will in mutual consultation be brought to a standstill at a point ultimately determined by the railway undertaking. The objective is to stop the train in a straight line to limit lateral forces on the wheels and axles. The signalman will consult with the driver on how to check the axle boxes/wheels in a safe manner.

Hotbox and QuoVadis measuring systems are not safety systems but risk-reducing systems for safe rail traffic. This means that a route section is not immediately taken out of service for rail traffic if such a system no longer functions (the systems only have signalling functions in respect of certain values measured by these systems). The use of these systems does not make it possible to establish with 100% certainty that the deviating values as referred to above actually occur. Responsibility for the soundness and safety of wheels and axle boxes and for not exceeding permitted axle loads and loading wagons correctly remains, of course, with the railway undertakings. These risk-reducing systems do not affect the allocation of liability between the manager and the railway undertakings with regard to the soundness and correct use of rolling stock by the railway undertakings.

ProRail offers a service whereby railway undertakings can receive data or customised reports from the systems. This is described in Chapter 5.5.2.13. A statement of registered high values is delivered as standard.

3.6.7 Maritime and inland port facilities

ProRail does not provide maritime and inland port facilities.

3.6.8 Relief facilities

ProRail has a response organisation. Services in this context are described Chapter 5.2.1, point n and Chapter 6.3.1.1.

3.6.9 Refuelling Facilities

ProRail offers refuelling facilities at a number of locations for the delivery of diesel to traction vehicles. The refuelling facilities are available in three configurations:

- Equipped (exclusively) for refuelling by means of the delivery unit that forms part of the refuelling facility.

- Equipped for refuelling by means of the delivery unit that forms part of the refuelling facility, and for refuelling from a mobile tanker ('mobile refuelling').
- Equipped (exclusively) for refuelling from a mobile tanker ('mobile refuelling').

Appendix 21 of the Network Statement shows the locations of the refuelling facilities.
The Refuelling Facilities service facility is further described in Chapter 5.3.1.9.

Regulation to be agreed upon

► The contractual conditions for use of the overhead contact line are agreed upon in the Access Agreement for the 'Refuelling facilities' service. ◄

3.7 Service facilities not managed by ProRail

Article 5 of Implementing Regulation 2017/2177[50] requires the publication of a description of the rail-related services and service facility offered. In cooperation with the regulatory bodies, the rail sector has developed a model that can be used by facility operators to draw up the description of the service/facility. This model can be found on the website of RNE and is also available on the website of ProRail

Information on the themes/elements shown should be explained, if applicable. Service operators are required to share the hyperlink of the information they make available with ProRail via netverklaring@prorail.nl by 1 June 2019 at the latest. The reference to the information as well as a list of the operators known to ProRail is then placed on the website of ProRail.

3.8 Infrastructure development

3.8.1 Process of function changes

The railway infrastructure and supplementary facilities are constantly under development, also to meet the needs of railway undertakings and other titleholders. This development leads to function changes, whereby the railway infrastructure and supplementary facilities may be expanded, adjusted or cancelled.

Function changes can be initiated in various manners.

- A capacity allocation process may, for example, lead to a congestion statement (see Chapter 4.4.3). Such a capacity bottleneck may be of an infrastructural nature or result from the provisions of the applicable environmental rules and regulations. In that case, ProRail will by means of a capacity analysis and capacity enhancement plan determine measures aimed at increasing the capacity, including a schedule for the performance of such measures[51]. Possible measures are process adjustment, infrastructural measures or environmental measures. The capacity enhancement plan is drawn up in consultation with the users of the congested infrastructure. ProRail uses a multi-criteria analysis (MCA) to determine and prioritise the most cost-effective measures.
- It is also possible that the infrastructure could face problems of insufficient capacity in the near future. In that case, a congestion statement will be issued, following which the appropriate measures will be determined with the aid of the capacity analysis process and the aforementioned capacity-enhancement plan.
- Railway undertakings may in terms of their activities and business operations (e.g., the running of trains, stabling, cleaning, inspection, loading and unloading) experience a need to change the existing service package in terms of railway infrastructure or facilities. This need can be expressed as a customer request via account management, after which ProRail can offer a suitable solution

50 COMMISSION IMPLEMENTING REGULATION (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services

51 See Section 7(2) Railways Capacity Allocation Decree

in consultation with the client. If the solution is not available within the current service package, a customised solution may be developed in consultation with the client.
- A client request for a change of function at railway yards may imply a modification or expansion of railway yard facilities (as stated in Chapter 5.3.1.6). Such client requests shall be submitted to ProRail. Client requests may require an application/amendment of an environmental permit. ProRail determines how such a request is met, and who must pay the costs of this change of function.
- Changing legislation and regulations, consolidation requests and product policy can lead to the development of railway infrastructure and supplementary facilities.

External developments
Usability of the railway infrastructure is also partly determined by conditions beyond the realm of ProRail's responsibilities. ProRail has in this Network Statement incorporated the latest conditions applicable at the time of going to press.

It is not inconceivable that further external developments may occur during the period of validity of this Network Statement, which may affect the usability of the infrastructure. ProRail is prepared to discuss the possibilities of anticipating such developments with the railway undertakings.

3.8.2 Planning schedule of function changes

ProRail executes projects to modify the functionality of the railway infrastructure. The following elements are included in Appendix 10:

a) A list of the function changes that are expected to become available for use in the period up to and including 2024. This list indicates changes relating to both the scale and functionality of the network. Information in the list is subject to change. The statement of infrastructure commissioning dates is regularly updated. The most recent version is available on the Logistics Portal of ProRail. Publication of an updated version is not regarded as a supplement to the Network Statement as referred to in Chapter 1.6.2 of the Network Statement.
b) A list of studies by ProRail into infrastructural changes that are necessary to accommodate traffic development in the medium term (2019-2024).
c) An overview of the manner of performance of earlier capacity-enhancement plans in line with Section 7(2) Railways Capacity Allocation Decree.

4 Capacity allocation

4.1 Introduction

In this chapter, ProRail describes the procedures, rules and schedules drawn up with a view to realising an organised and fair capacity allocation and traffic control process. All titleholders are therefore subject to the same procedures, rules and schedules. Decisions of competent authorities or court rulings may give rise to changes in these procedures, rules and timetables following the publication of the Network Statement. In that case, a supplement to this Network Statement will be published.

4.2 Description of process

4.2.1 Parties involved

The Railways Act, the Railway Capacity Allocation Decree and the Implementation Decision Directive 2012/34/EU establishing a single European railway area provide a more detailed elaboration of the regulations of Directive 2012/34/EU to distribute capacity in a fair, transparent and non-discriminatory manner. The allocated capacity is agreed between the titleholders and ProRail, in accordance with Section 59 Railways Act.

All parties meeting the conditions as described in Chapter 2.2.1 can apply for capacity for the 2020 Timetable. Applicants for capacity for the 2020 Timetable agree to the procedures, regulations and schedules for handling all capacity requests contained in this Network Statement. Applicants agree that ProRail will inform the other applicants of the requested capacity and the identity of the applicants involved in a conflicting request for traffic capacity. This information shall be treated confidentially by the applicants.

4.2.2 Process in general

Three types of processes can be distinguished:

1. *Coordination of basic hour patterns (BHP)/ Preliminary phase*
   In this phase, the titleholders and ProRail have the possibility to sit around the table in order to reach agreement about the capacity requests to be submitted for the timetable. During this phase, pre-arranged train paths (PAPs) on international freight corridors are also published definitively. (x-11 months before the start of the timetable).

2. *Timetabling process*
   During the timetabling process, the requests for train paths submitted by the titleholder and the weekly withdrawals for management are processed into a timetable of 7 traffic days of 24 hours each in a standard week. Capacity allocation for stabling and shunting facilities and transfer facilities is included in the timetabling process. In addition to this standard week, the timetabling process also includes a list of deviations from the standard week.

   The timetabling process consists of 4 steps:
   2.1. Application (see 4.2.3.1)
   2.2. Scheduling and coordination (see 4.4.1.4)
   2.3. Consultation draft timetable Titleholders will on 1 July 2019 receive a draft copy of the timetable. Titleholders have the opportunity to respond to the capacity offered in draft until 2 August 2019 at the latest. ProRail will take the titleholders' reactions into account in the final capacity allocation on 19 August 2019.
   2.4. Determination of timetable; The annual timetable is determined by means of a capacity allocation document, possibly including appendices and/or any references to Donna files. This states which capacity is allocated to the applicants and which capacity is reserved for

which type of use (including works). This document will form part of the Access Agreement yet to be concluded with the titleholders. The titleholder then acquires the user right to the capacity assigned to the titleholder under the terms of the capacity allocation report. Once allocated, capacity cannot be transferred to another titleholder, with the exception of cases involving titleholders (not being railway undertakings) who have concluded a Capacity Agreement with ProRail. These titleholders must leave the actual use of the capacity to a railway undertaking designated by them with which ProRail has concluded an Access Agreement (see Chapter 2.3.2).

3. *Allocation in the ad hoc phase*
   The ad hoc phase concerns supplements or changes to the agreed timetable, on the basis of the 'first come first served' principle. This process consists of two steps:
   3.1. Request in the ad hoc phase (see 4.2.3.2)
   3.2. Allocation according to the First Come First Serve principle (see 4.4.1.5)

4.2.3 Submitting requests

4.2.3.1 Requests for the timetabling process

A request can only be made for the normal timetable, being the timetable at the level of recurring paths in accordance with the definition in Section 4(2) in conjunction with Section 1 Railway Capacity Allocation Decree. Extra trains for events and incidental trains may be requested in the ad hoc phase. Requests for capacity on route sections can be made:

- By means of a timetable designed via the Donna application (see Chapter 4.4.5).
- Via the PCS application for international capacity requests (see Chapter 1.10.2 and Section 7 of Appendix 23).
- Or in another (written) form to be agreed upon with ProRail.

Requests shall comply with the substantive process agreements as included in the start document. These substantive process agreements will be published no later than 1 February 2019. If necessary, the applicant is given an opportunity to make changes/supplements to the request within a specified period of time.

Capacity requests for stabling and shunting facilities are formulated per track; the request can also be submitted by means of a specific request form; the request can also be submitted for consecutive groups of tracks, determined in consultation with ProRail, for a specified period of time; in both cases, the request will include a description of any processes involved (shunting, inspections, cleaning, etc.). The request form plus an overview of available tracks including operational parameters and preferred use will be published by 1 February 2019 at the latest.

International requests
The titleholder will preferably request the required capacity for international trains via PCS.

If titleholders submit separate requests to various infrastructure managers, they assume own responsibility for harmonisation of those requests. The role of the infrastructure managers involved is then limited to signalling connection problems.

An international capacity request shall comply with the conditions imposed by each of the infrastructure managers with regard to capacity requests for their network, as worded in their respective network statements.

International capacity requests for prearranged train paths on one of the international rail freight corridors can exclusively be submitted to the Corridor One-Stop-Shop of the relevant rail freight corridor, using the PCS tool (see Chapter 1.10.2 and Section 7 of Appendix 23) of RailNetEurope.

As a result of the TSI TAP[52] and the TSI TAF[53], a railway undertaking (for passenger and freight transport, respectively) that requests capacity for international trains shall have a Company Code or an RICS code (Railway Interchange Coding System).

4.2.3.2 Requests in the ad-hoc phase

Requests in the ad-hoc phase for capacity on the route sections can be submitted:

- By means of a timetable designed via the Donna application (see Chapter 4.4.5).
- Via the PCS application for international capacity requests (see Chapter 1.10.2 and Section 7 of Appendix 23).
- Or in another (written) form to be agreed upon with ProRail.

Intake
After receipt, the requests are checked for compliance with the substantive process agreements as recorded in the start document. If necessary, the applicant will be given the opportunity to amend and/or supplement the request within a specified time limit.
The address for submission is: oss@prorail.nl.

4.2.4 TTR pilot project

During the 2020 timetable period, a pilot will be carried out to test the results of the project 'Redesign of the international timetabling process' (TTR) on the following line:

Rotterdam – Kijfhoek – Dordrecht – Roosendaal – Essen – Antwerp.

As of January 2019, the Logistics Portal of ProRail contains the document ‘Memo TvV pilot TTR in 2020 Timetable’ with more information about the capacity reserved as 'Safeguarded Capacity for Rolling Planning' requests on this line.

To ensure sufficient time for drawing up a good quality offer, capacity requests for Rolling Planning can be submitted at the earliest 4 months before the first day of operation and at the latest 1 month before the first day of operation. Capacity requests shall, however, comply with the published characteristics of the train paths. After expiry of the above deadlines, any unused reserved capacity will be added to the remaining capacity.

In the case of capacity requests for Rolling Planning, ProRail will prepare the offer (draft proposal) as soon as possible or at the latest within 4 weeks.

More information about the TTR project and the method/systems for submitting a capacity request can be found on the RNE Website.

4.3 Schedule for requests and allocation process

4.3.1 Schedule for the preliminary phase

Coordination of basic hour pattern (BHP)
Titleholders can consult with ProRail before submitting an application, in particular if the application has a pattern-like repetitive character.

ProRail will facilitate and manage the joint consultation between titleholders with a view to coordinating their requests. The aim is to complete this process in general terms mid x-12 months prior to the start date of the timetable.

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52 Commission Regulation (EU) No 454/2011 of 5 May 2011 on the technical specification for interoperability relating to the subsystem telematics applications for passenger services of the trans-European rail system, *OJEU* 2011 L 123.

53 Commission Regulation (EU) No 1305/2014 of 11 December 2014 on the technical specification for interoperability relating to the telematics applications for freight subsystem of the rail system in the European Union and repealing the Regulation (EC) No 62/2006, *OJEU* 2002 L 356.

4.3.2 Schedule for the annual timetable

Timetable allocation
Prior to the start of the 2020 Timetable, the specific working method for the 2020 Timetable is explained via the Allocation Table.

Table 4.1 Schedule of the timetabling process, see also the website of RailNetEurope

Activity	Date
Submitting requests	
a. Donna file open for requests	yet to be determined via the Allocation Table
b. closing date for timetable requests for train paths (national & international), stabling and determination of required capacity for weekly withdrawals and planned activities	08/04/2019
c. Intake requests	from 9 to 20/04/2019
Scheduling and coordination	
d. start scheduling and coordination and consultation on requests for stabling	09/04/2019
e. RNE Technical Meeting	from 10 to 13/06/2019
Consultation on draft timetable and draft decision for service facilities	
f. draft timetable and draft determination of service facilities ready for consultation	01/07/2019
g. closing date consultation reactions	02/08/2019
Determining the capacity allocation	
h. determining the capacity allocation	19/08/2019

4.3.3 Schedule for ad hoc requests

Requests submitted after the closing date for timetable capacity requests (stated under b. in Table 4.1) are handled in the order of receipt after determination of the capacity allocation for the annual timetable (19 August 2019). Late requests can be submitted until 22 October. ProRail will make every effort to handle these applications expeditiously, with 18 November 2019 as the last date.[54] ProRail and the other infrastructure managers cooperating in RailNetEurope guarantee a maximum response time of 5 working days for requests submitted after 22 October 2019. In case of single requests, a message is sent within 5 working days as to whether the capacity for distribution is available. For multiple requests (requests for multiple train paths that are logistically linked), a specific response time is notified within 5 working days.

Table 4.2 Closing date for ad hoc requests to OSS

Last day submission of requests to OSS	Week	Day of operation	Week
Thursday	1	Thursday	2
Friday	1	Friday	2
Monday	1	Saturday and Sunday	2
Tuesday	1	Monday and Tuesday	2
Wednesday	1	Wednesday	2

Requests after the closing date for ad hoc capacity requests to OSS are submitted at ProRail Traffic control.

[54] In accordance with the RNE 2020 Timetable calendar see website RNE.

4.4 Capacity allocation process

Chapter 4.2 contains an overview of the processes involved in the (preparation of) capacity allocation. A further description is provided below.

The following applies to the timetable and ad hoc distribution processes:

a. Capacity is allocated for the use of route sections, platform tracks and railway yards forming part of the main railway network.
b. The peak period as referred to in the Railway Capacity Allocation Decree is defined in the allocation process as: from 6.30 to 9.00 hrs and from 16.00 to 18.30 hrs.
c. The capacity location concerns the forms of use below.
   - Train movements for traffic[55], whereby the capacity is allocated in the form of a train path as defined in Directive 2012/34/EU; the specific route is determined by ProRail.
   - Process times linked to these train movements at arrival at or departure from railway yards.
d. ProRail will in the allocation of capacity give due consideration to the preferred use of tracks[56] and restrictions to use. Restrictions to use result may result from bridge openings and regulations regarding noise, rail safety and environmental permits. ProRail regularly tests whether scheduling and/or performance take place within the parameters of these regulations regarding noise, railway safety and environmental permits. The outcome of these tests could have implications for both capacity allocation (reduced or subject to conditions) and already acquired capacity rights (instructions given or withdrawn). The standards for noise and external safety are based on statutory provisions. Rail safety standards are based on the assumption that:
   – Changes in the capacity allocation in relation to the preceding year may not lead to a unsafe situation. A timetable risk analysis is carried out, including of the deviations from the planning standards.
   – Analysis of safety incidents in accordance with the Safety Management System, as well as the resolving of any shortcomings indicated by the Transport Inspectorate and/or Study Council.
e. By viewing capacity requests in relation to other requests, ProRail can determine whether the request fits within the available capacity. The applicant shall, on request, provide any relevant information required for evaluation purposes.
f. Scheduling and coordination consultation with the authorised parties for the timetabling process takes place at the Allocation Table. The manner in which possessions are submitted is described in Chapter 4.5.

g. ProRail allocates capacity at the level of train paths between arrival and departure stations, including tracks on the arrival and departure stations. The route between arrival and departure station at track level does not form part of the capacity allocation.
h. For the ad hoc phase, ProRail may be asked to mediate in conflicts between new requests and capacity already allocated via the same fora as for the timetabling process. It should be noted that holders of capacity already allocated shall give their permission for changes.
i. The planning standards as included in the Logistics Portal of ProRail are the starting point for drawing up a timetable. The standards apply to all phases of capacity allocation. In essence, the planning standard consists of the specific technical minimum time of the infrastructure and local stock characteristics, plus a buffer. The planning process strives to apply the location-specific planning standard, or – if the specific technical minimum time is not known in advance – the advised default value. If use shall be made of the norm value, a location-specific calculation will if possible be carried out completion of the planning process in order to determine compliance with the planning standard.

   ProRail can at own initiative or the request of one of more titleholders apply a lower value, under the conditions below.
   - It serves a purpose: better compliance with market requirements and/or improved utilisation.

[55] This also includes train movements from a platform track to an exchange or stabling track (return), arrival at and/or departure from a railway yard (especially freight) and passage through a railway yard to a rear terminal, etc.

[56] Preferential use is determined by ProRail in consultation with the titleholders involved.

- Any resulting delay is quickly remedied: the buffer shortfall is compensated by tolerance in the following process (running, stopping, succession, transfer or reversing).
- A workable handling strategy is available: check for undesired/spontaneous sequence changes at crossover traffic, preferably no structural need for manual intervention by traffic control.
- A safety assessment has been performed with good effect, which has been established by ProRail at the BHP table or Allocation Table.

4.4.1 Coordination process

4.4.1.1 Determining the basic hour patterns

By cooperating in the drawing up of the basic hour patterns (BHP), applicants acquire earlier insight into the (im)possibilities relating to the desired operational needs involved in the contracting of clients, personnel and rolling stock planning, etc. This process results in one or more basic hour patterns (rolled out in a 24-hour pattern if possible), which is visible in Donna, whereby the participants reach agreement on the basis for the capacity request to be submitted for the timetabling process in which the factual and formal allocation takes place.

The BHP process is organised by the participants, subject to the conditions below.

a. The parties will strive to arrive at a coordinated set of timetable requests, leading to one basic hour pattern. Where commercial needs compete, attempts are made to find a compromise. If no agreement can be reached among the titleholders, this is established as agree to disagree. Priority rules are not applied. This is reserved for the timetabling process.
b. ProRail determines the request file in DONNA on the basis of the BHP process. This file has no status for capacity allocation, titleholders makin own requests in DONNA can submit their requests deviating from the existing patterns in the request file.
c. For those parts of the BHP on which no agreement can be reached, ProRail will manage a process aimed at finding solutions before the closing date for timetable requests. These solutions will serve as the starting point for coordination of the timetable, on condition that the titleholders involved in the timetable phase are the same as those involved in the conflict regarding the basic hour pattern.

4.4.1.2 Pre-arranged paths

In preparation of the capacity allocation process, the infrastructure managers in Europe cooperating in the international rail freight corridors will present a programme of pre-arranged paths.

The pre-arranged paths created during this phase are published on the website of the corridor organisation for which the pre-arranged paths are intended. This publication will be released in January 2019, after which the pre-arranged paths are treated as determined within the context of the further BHP process,

Process rules for the allocation of predetermined train paths on the international rail freight corridors are described in Book 4 of the Corridor Information Document (see Chapter 1.9) of the rail freight corridors. The document 'Decision of the Executive Board of the Rail Freight Corridor adopting the Framework for capacity allocation' is available for consultation on the websites of the various freight corridors:

- Corridor Rhine – Alpine
- Corridor North Sea – Mediterrenean
- RFC North - Sea Baltic

It is also possible to check via these sites what the process rules are for the ad hoc phase with regard to the reserved capacity for the Rail Freight Corridors.

4.4.1.3 Reservation of capacity

Based on realisation figures, anticipated developments and desired flexibility, ProRail estimates the expected request for freight transport and private passenger transport. This estimate also accommodates the necessary capacity for ad hoc requests in accordance with Section 13(3) Railway Capacity Allocation Decree. ProRail translates this estimate into numbers of freight paths per route

section required specifically for freight transport during the capacity allocation and ad-hoc phase. The capacity resulting from the timetabling process remains reserved for the intended use until the traffic control phase.

4.4.1.4 Scheduling and coordination

The scheduling and coordination phase involves the integration of all requests into a single timetable. ProRail draws up a draft timetable in which the results of the scheduling and coordination up to that point have been included and offers it for consultation between 1 July 2019 and 2 August 2019.

The standard freight path is determined for freight transport and further detailed in Appendix 22 'Standard freight paths'. These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree.

ProRail seeks harmonisation with other infrastructure managers in Europe during the scheduling and coordination process. The objective is to realise as many high-quality cross-border train paths as possible. These measures are detailed in the RNE document 'Customer Handbook for International Timetabling' (see the website of RailNetEurope). ProRail also coordinates requests for the Havenspoorlijn with the connected terminals.

Scheduling
During scheduling, ProRail identifies those situations in which requests compete with one another and/or with the required capacity for work on or near the main railway network, as well as the weekly withdrawals.

Coordination
Coordination is started for those cases in which competing requests are ascertained. As the first step in this coordination process, ProRail can within reason offer changes to the original request with a view to optimising the use of the network capacity. ProRail applies the following principles:

- General:
  - Rail deviations, with retention of function
- Specifically for passenger trains:
  - Deviations in time, up to a maximum of 3 minutes and not leading to the deployment of extra rolling stock and / or staff.
- Specifically for freight trains:
  - The cancellation or relocation of stops, unless the transport operator has indicated in its request to have a commercial or logistics interest in a stop.
  - Freight trains can be programmed by ProRail in the pattern paths included in the request file.
  - On the Betuweroute: deviations in time minus 10 minutes to plus 20 minutes and not leading to the deployment of extra rolling stock and / or staff.
  - The adjustment of timetable speeds if the train with the same locomotive/wagon combination can also achieve that speed on another part of the route section, and the infrastructure can accommodate such.

These principles are subject to the following preconditions:

- no connections may be broken
- no earlier departure of passenger trains
- border times are not adjusted
- no stop are added
- no stops are passed by passenger trains
- train characteristics are not adjusted.

If no solution for competitive requests is found within the guidelines, coordination will take place with the applicants involved. Coordination is a process of consultation between equal partners. In the event of competing requests, the parties concerned shall endeavour to reach a solution. The commercial and business interests at stake may also play a role in this respect. In case of requests by titleholders

that compete with one another, ProRail can attempt to reach agreement by raising the user charge.[57] The surcharge will be calculated in accordance with Chapter 6.1 'Surcharge for scarce capacity'.

The coordination procedures are subject to the process rules below.

1 The identified conflict situation is communicated to all applicants involved[58].
2 The applicants involved are invited for further consultation on the situation, possibly on the basis of a coordination proposal from ProRail.
3 All applicants involved are invited to submit proposals for solution.
4 Solutions shall fit within the usability of the infrastructure, taking into consideration planning standards, user restrictions such as noise, rail safety and external safety.
5 The objective is to find solutions in which (taking process rule 4 into account) the capacity request is granted as much as possible, the commercial and operational relationship within the requested capacity is disrupted as little as possible, and the economic consequences of deviations from the requested capacity are as limited as possible. The statutory priority rules are not yet applied in seeking solutions.
6 The border crossing times coordinated within the RNE framework shall be maintained. If a deviation is necessary, a new border crossing time will be agreed with the relevant infrastructure manager and offered to the transport operator.
7 The proposals presented by ProRail will be compatible with the timetable measures as included in capacity enhancement plans.
8 ProRail monitors the robust feasibility of the timetable and the efficient use of the infrastructure.
9 A safety evaluation is required in case of deviations from the planning standards regarding interval and intersection times.
10 The degree in which an applicant has used train paths in preceding years is not taken into account.

If the applicants involved and/or ProRail are unable to reach agreement, ProRail will determine the allocation in accordance with applicable laws and regulations[59]. If the priority rules are insufficiently distinctive, the following rules apply, stated in order of priority:

a. Transport takes precedence over traffic.
b. On the route Meteren Aansluiting – Zevenaar Grens (return), freight trains with their final destination or first origin in the area bounded by the stations Emmerich – Voerde – Oberhausen – Bottrop – Gladbeck – Gelsenkirchen – Herne – Duisburg – Rheinhausen take precedence over freight trains with another origin or destination. Freight trains with a shorter distance between Zevenaar border and the origin or destination in this area (returrn) take precedence over freight trains with a longer distance, insofar as appropriate, within the possibilities offered by DB Netz.
c. On the centrally controlled area of Venlo railway yard, freight trains with onward travelling locomotive or that change direction there take precedence over freight trains changing locomotives on the route Eindhoven – Venlo Grens (return).
d. On the route Meteren Aansluiting – Zevenaar Grens (return), freight trains that experience a length or tonnage restriction in case of rerouting take precedence over freight trains that would not experience those restrictions.
e. The highest possible utilisation (transport/ traffic) is accommodated within given environmental capacity limits (noise and risk).
f. Full utilization of the noise capacity has priority over full utilization of the risk capacity for external safety.

4.4.1.5 Allocation procedure in ad hoc phase

The First Come First Serve principle applies in the ad hoc phase. The time of the request made, regardless of the request method used, is leading. Requests that fit within the already allocated capacity without conflict are allocated by ProRail. Requests that cannot be fitted within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be fitted in without conflict. ProRail may be asked to mediate in

57 In accordance with Section 7(1) Railways Capacity Allocation Decree.
58 If further substantiation/data is requested for the coordination process, these data may be considered as confidential by the applicant concerned.
59 In accordance with Sections 8 to 12 Railway Capacity Allocation Decree.

conflicts but has no means of enforcing the changes required to accept a new request. ProRail will communicate within the periods specified in Chapter 4.3 whether a new request can be fitted in. Transport operators and ProRail shall schedule their trains in accordance with planning standards and the Donna procedure. If this is not the case, ProRail will remove these trains before delivering the plan files to Traffic Control, whereby the scheduling party and Traffic Control will be informed thereof. The scheduling party will first be informed of the errors found, with the option of correcting the errors in good time.
Circumstances (e.g., changes to the infrastructure) may cause capacity rights that are allocated to two titleholders to later become competitive. In that case the capacity will be relocated under the management of ProRail, according to the reallocation procedure. The reallocation procedure is available on the Logistics Portal of ProRail.

Requests for train paths between two or more timetable points (supralocal orders)
To request a new train path or to modify an existing train path (change to stops, traction form and/or train characteristic), the titleholder will submit an order via the ISVL order system[60] or via the service "Capacity requests and planning & performance information (according to TSI TAF/TAP standard)".

Requests for cross-border traffic must be submitted as soon as the train has received permission from Infrabel or DB Netz and has been assigned an international train number, in accordance with Section 1.3 of Appendix 6 'Operational Conditions'. ProRail will then coordinate the timetable for the relevant train path in the Netherland.

A request has the characteristics as stated in Section 2.1.1 of Appendix 6 'Operational Conditions'. If these characteristics are not stated, ProRail is entitled to reject the request. The request must be submitted at least 30 minutes before performance and will be answered by ProRail within 30 minutes. If requests are submitted shorter before performance, ProRail will make every effort to handle the request on time, without providing any guarantee in this respect.

ProRail uses standard paths for the conflict-free scheduling of the requested train paths.

As soon as ProRail has notified the titleholder of the timetable, the titleholder will request capacity for the movement of rolling stock at the railway yard in question.

Requests for train movements within one timetable point/railway yard (local orders)
Requesting capacity or changing already distributed capacity for moving rolling stock (shunting) on one railway yard.
- Are made by public transport operators in the form of a request via the LOA online order system.
- Are made by freight transport operators and other passenger transport operators by contact between the driver and traffic control.

The request must be submitted at least 15 minutes before performance and will be answered by ProRail within 15 minutes. If requests are submitted shorter before performance, ProRail will make every effort to handle the request on time, without providing any guarantee in this respect.
Wherever possible, ProRail uses standard paths for the conflict-free scheduling of the requested train paths.

Cancellation of allocated capacity
The following applies to the cancellation of allocated capacity: as soon as the titleholder knows that a train starting in the Netherlands will not use the allocated capacity, this is reported to ProRail, so that ProRail can reallocate the released capacity. This report is made in the following ways:
- For all passenger trains via ISVL or via the service Capacity requests and Planning and performance information (according to the TSI TAF/TAP standard).

[60] In the second half of 2020, ISVL will be replaced with the successor to the system called ORMAS-Portal.

- For freight trains at the first departure station via RMS Client and at subsequent commercial or logistics departure stations via ISVL or via the service Capacity requests and Planning and performance information (according to TSI TAF/TAP standard).

ProRail takes the initiative for incoming trains from abroad. After consultation with the railway undertaking and the neighbouring infrastructure manager, ProRail withdraws the allocated capacity insofar as the foreign manager involved in that path does not make the connecting capacity available. Technical reports about cancellation shortly after a disruption apply as valuable information, but not as cancellation. Formal cancellation takes place via ISVL of RMS Client.
“For trains that are cancelled as part of predefined intervention measures (see also Chapter 4.8), there is no need to cancel via ISVL, RMS Client or the service Capacity requests and Planning and performance information (according to the TSI TAF/TAP standard). ProRail logs these cancellation into the Spoorweb and/or Monitoring systems.

4.4.2 Dispute resolution process

Coordination involves technical consultation between experts. Experts can have a difference of opinion resulting in a deadlock in case of a conflict. In order to maintain progress in the capacity allocation process, use is made of a dispute resolution scheme that produces a decision within 10 working days.

An applicant or ProRail can initiate the dispute resolution process during the annual timetable coordination phase up to 10 working days before determining of the capacity allocation for the annual timetable. A titleholder can also invoke the dispute resolution regulations if it feels prejudiced by the manner in which ProRail, in determining the capacity allocation, has deviated from the draft timetable presented by ProRail on an earlier occasion; in such a case, the titleholder shall invoke the dispute resolution regulations within 5 working days of determination of the capacity allocation by ProRail.

The dispute resolution procedure prescribes a meeting whereby the stakeholders will be offered a fair hearing with the objective of resolving the conflict. If no solution is achieved, the chairman will pronounce his decision - to the Allocation Table - within 10 working days of the dispute being submitted. This decision then serves as the point of departure for further coordination. In case of a conflict between a request by a titleholder and the required capacity for scheduled work on or near the main railway network, weekly withdrawals or the reserved paths of the ad hoc estimate, the dispute will be handled by a chairman independent of ProRail, who will be appointed by ProRail with the approval of the titleholders. Handling of the dispute will in that case produce an advice from which ProRail may only for good reasons deviate in its capacity allocation. ProRail will communicate these reasons to the titleholders involved.

4.4.3 Congested infrastructure

Capacity bottlenecks can be signalled during the timetabling process or following a forecast of capacity requests for the near future. Bottlenecks may concern physical or other limitations (including noise and rail safety) of the capacity. This could lead to ProRail declaring parts of the infrastructure congested.[61] Following a congestion statement, ProRail will perform a capacity analysis[62] within 6 months. Within 6 months of completion of the capacity analysis, ProRail will draw up a capacity-enhancement plan[63] in consultation with the titleholders involved. Using a cost-benefit analysis, ProRail will establish the most cost-effective solution for the capacity-enhancement plan. Solutions can take the form of changes in either the infrastructure or the timetable.

4.4.4 Impact of framework agreements

No framework agreement applies to the 2020 Timetable.

61 The congestion statement is available for consultation on the website of ProRail.
62 Available for consultation on the website of ProRail.
63 Available for consultation on the website of ProRail.

4.4.5 Support systems

The support systems used in (the preparation of) capacity allocation are stated in Table 4.3 together with a brief description.
The most important support systems for the allocation process are Donna and Btd-planner / RADAR.Railway undertakings can make use of these. Donna is the leading system for the basic hour pattern and timetabling process, as well as the 2020 ad hoc phase.

Table 4.3 List and brief explanation of the applications

Process	System	Brief explanation
Determination of basic hour patterns	Donna BU, see Section 6 of Appendix 23.	Information and communication system to support the scheduling and allocation of the train service. The basic hour pattern is recorded in Donna BU.
Annual timetable allocation	Donna BD, see Section 6 of Appendix 23.	Information and communication system to support the scheduling and allocation of the train service, including the stabling at railway yards. The details of the timetable for 7 traffic days of 24 hours in a standard week are recorded in Donna BD.
	'Path Coordination System' of RNE, see Section 7 of Appendix 23	An Internet application with which capacity is requested for at international level, and the allocated capacity is published.
	Btd-planner, see Section 8 of Appendix 23.	Application for recording the allocation of capacity for planned works on or near the main railway network or weekly withdrawals.
	RMS Client, see Section 13 of Appendix 23.	Application that provides a view of the occupation of railway yards forming part of the Betuweroute and a view of the characteristics of tracks of railway yards forming part of the Betuweroute, such as length and type of track.
Allocation in ad hoc phase	Donna BD update (change sheets) See Section 6 of Appendix 23. Donna SD See Section 6 of Appendix 23.	Information and communication system to support the scheduling and allocation of the train service. The details of the timetable for 7 traffic days of 24 hours in a standard week are recorded in Donna BD. The detailing of the timetable for specific days and scheduling of train paths, up to 52/36 hours prior to performance, are recorded in Donna SD.
	RMS Client See Section 13 of Appendix 23.	Application that provides railway undertakings with a current view (up to 16 hours into the future) of the occupation of railway yards forming part of the Betuweroute and a view of the characteristics of tracks of railway yards forming part of the Betuweroute, such as length and type of track. Application that provides railway undertakings with a current view (up to 16 hours into the future) of departure times, current passage times at the border and current timetables of freight trains. RMS Client also provides triggers to the railway undertaking at 90, 80, 70 and 60 minutes before departure, after which the railway undertaking • can confirm use of the allocated train path or • can return the train path for reuse • can request a new train paths for a delayed freight train • can cancel a freight train
	ISVL, see Section 9 of Appendix 23.	Application for submitting supralocal requests in the traffic control phase.
	ORMAS-Portal see Section 11 of Appendix 23.	Application for submitting supralocal requests in the traffic control phase.
	LOA Online, see Section 12 of Appendix 23	Application to support the submitting, handling and recording of local orders for shunting routes at all locations (railway yards).

Process	System	Brief explanation
Coordination of basic hour pattern, allocation annual timetable and ad hoc phase	TNR, see Section 14 of Appendix 23.	Train Numbering application (TNR) provides insight into the used train numbers.

4.5 Temporary capacity restrictions

A temporary capacity restriction for traffic concerns a possession but can also be a temporary limitation on the speed, axle load, train length, traction, infrastructure to be used and the vehicle gauge. This last group of restrictions need not necessarily have been caused by work; ProRail is responsible for solving this restriction.

ProRail distinguishes two types of temporary capacity restrictions for work on or near the infrastructure:

1. Pattern-based temporary capacity restrictions[64] for cyclical maintenance and inspection purposes.
2. Incidental temporary capacity restrictions[65] for:
   a. Replacement and/or renewal projects such as superstructure renewal, including the trains required.
   b. Function expansion projects, including the trains required.
   c. Works for third parties, e.g. when making changes to railway crossings.
   d. Management work, including system tests and safety drills.

4.5.1 General conditions

a) ProRail endeavours to work with titleholders to achieve a transparent and efficient allocation process that takes into account the operational interests of all parties involved in the use and maintenance of the railway infrastructure.

b) Because the adoption and publication of temporary capacity restrictions concerns several years, consultations are limited to titleholders to whom traffic capacity is allocated at that time. New titleholders shall indicate whether they wish to be involved in the allocation process of temporary capacity restrictions. Capacity limitations already established are a given for these new titleholders.

c) When considering the various implementation variants, ProRail takes into account its own costs and the operational and commercial consequences for titleholders, including the continuity of business processes at railway yards (for freight services and rolling stock service and maintenance), and the consequence that the choice can lead to less environmentally friendly transport.

d) The determination of the location of temporary capacity restrictions with consequences for international rail traffic is the subject of coordination between ProRail and neighbouring infrastructure managers. The infrastructure managers involved in this process endeavour to determine the location of temporary capacity restrictions in such a way that the nuisance to international rail traffic is limited as much as possible.

64 This concerns the infrastructure capacity for works as referred to in Article 53 Directive 2012/34/EU
65 As referred to in Commission Delegated Decision 2017/2075 of 4 September 2017 (Annex VII)

4.5.2 Pattern-based temporary capacity restrictions

The required capacity for pattern-based temporary capacity restrictions and weekly withdrawals, the video inspection train and other measurement trains follow the same procedure as the timetabling process for traffic (see 42.2).

4.5.2.1 Weekly withdrawals

The required capacity for weekly withdrawals is determined in terms of volume, frequency and location (route sections/railway yard). For weekly withdrawals on railway yards, additional agreements can be made to limit the consequences for traffic, particularly for stabling, but also for cutting off from the power supply.
The Btd-planner shows the state of affairs regarding weekly possessions; these weekly withdrawals are also included in Donna. The BTD-planner is leading if there are differences between the two systems.

4.5.2.2 Video inspection train

During the timetabling process for traffic, the runs of the video inspection train are submitted in the form of train paths on the open track and shunting at railway yards. During the commencement of these runs, competition may occur with other capacity requests. In that case, the coordination process is followed in accordance with the timetabling rules. At locations where the deployment of the video inspection train ultimately proves impossible, capacity for carrying out a walking inspection is submitted.

4.5.2.3 Other measuring trains

Runs of measuring trains are requested as part of the timetable requests for traffic. A generic procedure has been drawn up for the submission of these measurement runs.[66] These measurement runs are submitted during the ad hoc phase according to this procedure.

4.5.3 Capacity restrictions for works

The following process steps are involved in determining capacity restrictions:

1. *Drawing up starting points for programming capacity restrictions*
   The principles for programming temporary capacity restrictions are described in the corridor book see the Logistics Portal of ProRail. If, as a result of a temporary capacity restriction, competition exists between a weekly withdrawal and traffic to be rerouted, the weekly withdrawal will lapse. The corridor book describes how and under what conditions different types of trains can be rerouted because of the capacity restriction on the normal route.
2. *Making the proposed capacity restrictions known*
   ProRail announces the intended capacity restrictions at the start of the consultations. These can be announced per project, per route section or for the entire railway network and can be traced back to the project level.
3. *Consultation*
   During consultation on the proposed capacity restriction, the titleholders concerned can request changes. The titleholders involved will provide insight into their interests and can make proposals for solutions. ProRail investigates whether and how the interests of titleholders can be met and makes this transparent. This may lead to further consultation.

[66] Measuring Trains Procedure (140610_WB_Measuring Trains Procedure_v3,0, reference P882538), available on the Logistics Portal of ProRail.

4. *Determining the capacity restriction*
   The capacity restriction is determined after consultation. If ProRail or the titleholder wishes to change the capacity restriction, the rules inChapter 4.5.5 under b apply.

When programming capacity restrictions, large public events are taken into account as much as possible with a view to the feasibility of the alternative transport product. Titleholders shall inform ProRail of these events in good time when drawing up the basic principles for the programming of capacity restrictions, see point 1.

Table 4.4 shows the four different categories of temporary capacity restrictions for traffic. This table also shows the moment at which temporary capacity restrictions are coordinated with the neighbouring infrastructure managers.

capaciteits-beperkingen met	duur van de aaneengesloten capaciteitsbeperking	de gevolgen voor het treinverkeer	coördinatie met de naburige inframanagers
zeer grote gevolgen voor verkeer	meer dan 30 dagen	meer dan 50% van het dagelijks verwachte verkeer	18 maanden voor start nieuwe dienstregeling
grote gevolgen voor verkeer	meer dan 7 dagen	meer dan 30% van het dagelijks verwachte verkeer	13,5 maanden voor start nieuwe dienstregeling
middelgrote gevolgen voor verkeer	7 dagen of minder	meer dan 50% van het dagelijks verwachte verkeer	13,5 maanden voor start nieuwe dienstregeling
beperkte gevolgen voor verkeer	niet bepaald	meer dan 10% van het dagelijks verwachte verkeer	niet bepaald

Table 4.4 Categories of capacity restrictions

Table 4.5 shows at which moment a certain type of temporary capacity restriction is published for a relevant timetable.

capaciteits-beperkingen met	december 2018	april 2019	augustus 2019	december 2019
zeer grote gevolgen voor verkeer	2e publicatie 2020; 1e publicatie 2021	capaciteits-beslag 2020	niet aan de orde	2e publicatie 2021; 1e publicatie 2022
grote gevolgen voor verkeer	2e publicatie 2020; 1e publicatie 2021	capaciteits-beslag 2020	niet aan de orde	2e publicatie 2021; 1e publicatie 2022
middelgrote gevolgen voor verkeer	publicatie 2020	capaciteits-beslag 2020	niet aan de orde	publicatie 2021
beperkte gevolgen voor verkeer	niet aan de orde	niet aan de orde	capaciteits-beslag 2020	niet aan de orde

Table 4.5 Publication times capacity restrictions

In addition to the publications, the Btd-planner system always indicates the current status of the capacity required by ProRail for works.

The chapters below describe in more detail how ProRail handles with these capacity restrictions.

4.5.3.1 Publishing capacity restrictions with serious consequences 24 months in advance

24 months prior to the start of the new timetable, ProRail publishes the temporary capacity restrictions for works (as far as known) that have serious consequences for rail traffic. This concerns a withdrawal

of more than 30 consecutive days for which more than 50% of the daily expected traffic shall be rerouted, cancelled or replaced by alternative transport.

At the request of titleholders, ProRail will during the first consultation round provide at least two alternative performance variants. The designs of the performance variants shall sufficiently meet the expressed wishes of titleholders.

The publication contains:
- The duration of the capacity restriction
- The route section to which the restriction applies
- The planned days
- The part-day and start & end times as soon as these are known

4.5.3.2 Publishing capacity restrictions with major consequences 12 months in advance

ProRail shall publish the following temporary capacity restrictions for works 12 months before the start of the new timetable. ProRail will consult the titleholders prior to this publication.
1. The updated capacity restrictions that have serious consequences for rail traffic as described in Chapter 4.5.3.1.
2. Capacity restrictions with major consequences for rail traffic.
   This concerns a withdrawal of more than 7 consecutive days for which more than 30% of the daily expected traffic shall be rerouted, cancelled or replaced by alternative transport.
3. Capacity restrictions with medium consequences for rail traffic.
   This concerns a withdrawal of 7 consecutive days or less where more than 50% of the daily expected traffic shall be rerouted, cancelled or replaced by alternative transport, insofar as these withdrawals have an impact on international rail traffic. The withdrawals that do not affect international rail traffic can follow this procedure but at least the procedure described in Chapter 4.5.3.3.

This publication contains:
- The duration of the capacity restriction
- The route section to which the restriction applies
- The planned days
- The part-day and start & end times as soon as these are known

4.5.3.3 Publishing incidental withdrawals 8 months in advance

8 months before the start of the new timetable, ProRail publishes the incidental withdrawals that a) have serious b) major or c) medium consequences for rail traffic. The manner in which these incidental withdrawals are published concerns the capacity (withdrawn tracks and duration), the date and, if known, the start & end times. The starting point is that these incidental withdrawals fit within the previously published capacity restrictions.

It is possible that new requests for and changes to already determined capacity restrictions, which are submitted 12 months before publication, will as yet become part of the publication of the incidental withdrawals. The following conditions are set for this:
- New requests shall be considered if ProRail can demonstrate, on the basis of a written substantiation, that this adjustment could not reasonably have been foreseen and that the implementation shall take place in the new timetable.
  - Changes to capacity restrictions that have already been determined will be considered if ProRail or the titleholder can demonstrate, on the basis of a written substantiation, that this change was not foreseeable.

- Changes to established capacity restrictions will be considered if ProRail (e.g., due to changes to work) or the titleholder (e.g., due to events becoming known at a later date) can demonstrate, on the basis of written substantiation, that this change was unforeseeable.

4.5.3.4 Publishing incidental withdrawals 4 months in advance

4 months before the start of the new timetable, ProRail publishes the incidental withdrawals that have limited consequences for rail traffic. Limited consequences for rail traffic means a withdrawal for which more than 10% of the daily expected traffic shall be rerouted, cancelled or replaced by alternative transport. The manner in which these incidental withdrawals are published concerns the capacity (withdrawn tracks and duration), the date and, if known, the start & end times.

ProRail can submit these incidental withdrawals to titleholders no later than six and a half months before the start of the new timetable.

4.5.3.5 Details offered train paths

Details of the train paths to be offered as a result of the capacity restrictions are given no later than 4 months before the start of the incidental withdrawal for passenger trains and no later than 3 weeks for freight trains. In order to be able to offer the train paths in question on time and in accordance with the requirements, ProRail manages the rescheduling of traffic as a result of possessions (PreVAB and VAB process). The manner in which this takes place is described in the corridor book.
ProRail works closely with neighbouring infrastructure managers to ensure good connections of rerouted trains at border crossings.

If the rescheduling of traffic does not lead to consensus, the titleholders involved undertake to redistribute traffic via the coordination procedure within 10 working days.

4.5.4 Compensation for temporary capacity restrictions

In the context of determining capacity for works as described in Chapter 4.5.3, ProRail may agree on financial compensation to titleholder(s) other than user charges. On condition that the alternative transport plan is workable and socially acceptable, this compensation agreement is chosen together with the preferred possession variant drawn up by ProRail, subject to the conditions stated below. As regards the application of the provisions regarding compensation in this chapter, the manner of financing of the works from the newbuild budget or the maintenance budget is determinative for the qualification of a work as newbuild work or modernisation work.

4.5.4.1 Newbuild works

a) In case of newbuild works, the out-of-pocket costs of replacement transport are only compensated on the basis of quotes agreed beforehand between the railway undertaking and ProRail. Agreements about the procedure and deadlines are part of the Acces Agremeent.
b) In case of newbuild works, no compensation is paid for rerouted passenger and freight trains.
c) If conversion works cause an infrastructure function to be unavailable for longer than 6 weeks (average term of a change sheet), and the negative impact thereof on the normal timetable traffic can only be resolved by rerouting over other route sections, the resulting extra additional operating costs of the titleholder, properly specified and substantiated, will be borne by ProRail.

4.5.4.2 Modernisation works

a) Passenger transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) qualify for compensation, in the instances and to the degree described below.

i. No compensation is provided in case of possessions during weekends, night-time, off-peak hours, low traffic periods (i.e., school holidays and official public holidays) or when the through traffic is not affected.
ii. Compensation is provided if and in so far as a possession (partly) falls during normal working days (not low passenger traffic periods) and if the morning and/or evening peak times are affected. Compensation then applies to the cancelled train kilometres of the trains during those working days.
iii. the amount of the financial compensation is calculated on the basis of an amount per cancelled train kilometre of a normal traffic situation as a result of the possession;
iv. The compensation tariff for passenger transport operators depends on the category to which the affected route section is allocated according to and amounts to:

- For Category 1 route sections: € 11 per cancelled train km according to the timetable.
- For Category 2 route sections: € 6 per cancelled train km according to the timetable.

ProRail can on a case-by-case basis agree to a higher compensation, based on a quote stating the costs of replacement transport with a set service level.

b) Freight transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) on freight corridors (see Appendix 27) qualify for compensation, in the instances and to the degree described below.
   i. No compensation is provided in the case of possessions during weekends (Saturday 0.00 hours to Monday 6.00 hours) or in low freight traffic periods (i.e., public holidays and the day between an official public holiday and the weekend), in case the possession lasts shorter than 12 hours, or if the through rail traffic is not affected.
   ii. Compensation is provided if and in so far as a possession (partly) falls during normal working days (not low freight traffic periods) and if the possession lasts longer than 12 hours; the compensation then applies to those trains that have not run according to the originally scheduled route during those working days.
   iii. The total of the financial compensation is calculated on the basis of an amount per cancelled freight train kilometre as a result of the possession. For a definition of an 'affected train' see Appendix 27.
   iv. The compensation tariff per freight train is determined in accordance with the provisions under 'compensation tariff' in Appendix 27. ProRail can on a case-by-case basis agree on a higher compensation, based on a quote stating the costs of replacement transport with a set service level.
c) Private passenger transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) qualify for compensation for seasonal trains that cannot run on the initially requested route. The compensation amounts to € 15 per extra train kilometre between the rerouting according to the Corridor Book and the initially requested route.

4.5.4.3 Combinations of works

If modernisation works are combined with newbuild works, the compensation is calculated as the average compensation that would apply if no combination of works was present, weighted for the duration of the works. This applies to both passenger and freight train operators.

4.5.5 Ad hoc capacity for works

a) It is possible that adjustments will take place eight months and four months before the start of the new timetable after the two publication moments respectively. ProRail can:

- Determine a capacity restriction if there are disruptions or if irregularities occur or threaten[67] to occur that endanger or could endanger safe and undisturbed rail traffic[68]. ProRail endeavours to carry out these works as much as possible during a weekly withdrawal or to coordinate the date and times of the withdrawal in advance with the titleholdes concerned.
- To as yet establish a capacity restriction if a postponement is not cost-effective for ProRail or could lead to undesirable damage to the condition or service life of the rail infrastructure. ProRail will clarify the need for these adjustments on the basis of written substantiation and will consult the relevant titleholders immediately in order to determine the capacity restriction. The condition for establishing time of performance is that the deadlines as set out in Chapter 4.5.3.5 are met.

b) It is also possible to make other types of adjustments after the two publication moments at 8 and 4 months before the start of the new timetable respectively. ProRail or the titleholders are permitted:
   - To make an addition or change that was not reasonably foreseeable and that shall be carried out in the new timetable year; the need for this change shall be substantiated in writing.
   - The basic rule is to cooperate in this adjustment; it is determined with the consent of capacity holders affected by this adjustment.
   - If there is no consensus, the titleholders and ProRail undertake to reach a decision within 10 working days via a procedure to be agreed at that time.
   - Titleholders who hold capacity or ProRail may, when giving their consent, make it a condition that the disadvantage they suffer is compensated by this adjustment. This compensation is limited to direct operational costs, which shall be properly substantiated. The compensation for freight transport operators is standardised and laid down in Section 3 of Appendix 27.

4.5.6 Dispute resolution process

Coordination involves technical consultation between experts. Experts can have a difference of opinion resulting in a deadlock in case of a conflict. In order for the process to progress, there is a dispute resolution system that provides a decision within 10 working days. The dispute is handled by a chairman independent of ProRail, who is appointed by ProRail with the consent of titleholders. Handling will in that case result in an advice, from which ProRail may only deviate with proper reasons. ProRail will communicate these reasons to the titleholders involved.

4.6 Unused capacity for train paths and stabling

If it becomes clear one hour before departure that the capacity will not or cannot be used by the titleholder, ProRail is entitled to grant the capacity to other titleholders. If it appears that the capacity in standard paths reserved for freight trains as referred to in Section 13 Railway Capacity Allocation Decree will not be used, this capacity will from the time of delivery to traffic control become available for other market segments. ProRail can designate specific train paths that will become available sooner.

ProRail can reclaim the capacity rights if a titleholder within a period of at least 1 month uses less than 80% of the capacity for public passenger transport on route sections and platform tracks allocated in the timetable (including change sheets), or uses less than 50% of the capacity for other purposes. Calculation takes place on the basis of (related) train number per traffic day on the open track and platform tracks (the latter exclusively in case of private passenger transport). In case of other use, changes to the timetables are regarded as use of the acquired capacity.

To prevent unused capacity at railway yards, capacity on one or more specific tracks can, in agreement between ProRail and the related titleholders, be allocated to multiple titleholders for

[67] To be ascertained on the basis of inspections, notifications, disruptions, etc.

[68] This constitutes a further specification of the 'in case of emergency' situation as referred to in Article 9 Paragraph 5 of the General Terms & Conditions.

combined use. In doing so, titleholders can cooperate whereby one of them is designated as being responsible for the daily logistical coordination. Moreover, ProRail can reclaim the capacity rights in case of capacity on railway yards that during at least 1 month has been used for less than one quarter of the hours. Calculation takes place on the basis of (related) train number per traffic day on the railway yard. A reservation charge is also due for train paths that are cancelled and train paths that are not used, as well as for capacity on railway yards that is cancelled and for capacity on railway yards that is not used. The reservation charge for unused capacity has the purpose of encouraging an efficient use of capacity. The criteria and levy of the reservation charge are stated in Chapter 6.4.2.

When taking back capacity, ProRail will at least three weeks before the time of performance consult with the railway undertaking and, if applicable, the titleholder not being a railway undertaking to whom the capacity has been allocated. The titleholder will be given an opportunity to explain the unused capacity. ProRail will take the provided explanation into account.

Capacity rights will not be reclaimed if non-utilisation is due to non-economic reasons beyond the control of the titleholder. ProRail will investigate - also through enquiries with the titleholder involved - whether such is the case.

Non-utilisation as referred to in this chapter includes the situation whereby the train does not appear to have the characteristics stated in the capacity request, which characteristics would have resulted in a different handling of the request in terms of physical and environmental acceptability.

4.7 Exceptional transport

ProRail facilitates exceptional transporter for railway undertakings by means of standard and customised schemes, the applicable services are described in Chapter 5.4.3.

Regulation to be agreed upon

► ProRail has described the regulations applicable to exceptional transport in Section 1.2 of Appendix 6 Operational Conditions, and wants to include these in the Access Agreement. ◄

4.8 Traffic management and intervention

4.8.1 Principles of intervention measures

Under the terms of the Rail Traffic Decree, ProRail is authorised in case of interrupted operations, incidents or emergency situations, to give instructions to the driver or other persons participating in rail traffic.[69] The purpose of the intervention measures is to return to the original current schedule as soon as possible.

While ProRail strives to meet the wishes of all railway undertakings in determining the intervention measures, consensus is not a requirement.

The intervention measures are discussed in operational consultation bodies with railway undertakings. Measures undergo annual evaluation on the basis of practical experience and are adjusted if necessary.

4.8.2 Intervention measures

ProRail has embedded the principles in:

- the assessment framework for blockages, available via the Logistics Portal.
  Intended to define pre-determined blockage measures in the event of partial or full blockages. A blockage measure is an adjusted timetable according to which trains are turned, cancelled or rerouted. The use of alternative transport is also part of a blockage measure.

[69] Section 26(3) Rail Traffic Decree.

- Train Service Handling Documents for individual delays
  These are handled according to if/then scenarios. This mainly concerns sequence changes between successive trains and waiting times for connections between (passenger) trains.
- The guideline for train-related delays.
  For each passenger corridor, this guide consists of control objectives, control principles and control frameworks, supplemented by a corridor map with logistic possibilities per node.

4.8.3 Foreseen interventions

Due to the harmonisation of all Network Statements, it was agreed at European level via the RNE to apply a uniform chapter classification in the Network Statement, in which a distinction is made between foreseen and unforeseen interventions. This distinction is not made in the Netherlands. ProRail will in case of an interruption take measures on the basis of predefined intervention measures, both for foreseen and unforeseen situations.

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4.8.5 International Contingency Management

If large incidents with significant international impact occur, international coordination of incident management is needed. For international disruptions longer than three days with a high impact on international traffic, the International Contingency Management applies.

Rail freight corridors act as facilitators with respect to the disruption management and the communication process. Together with the infrastructure managers concerned, they have drawn up and published re-routing overviews and operational intervention scenarios. These can be found in the corridor documents, Book 4, Chapter 5 (see also Chapter 1.9 and Chapter 1.10 of this Network Statement). For more information on national intervention measures in the event of international disruptions, see Chapter 4.8.2 and Chapter 4.8.4.

In accordance with the procedures for international intervention, transport operators are informed of disruptions. They are responsible for communicating this information to their clients. How the communication proceeds and how the railway undertaking can contribute to solving the disruption can be read in Chapter 4.2 of the International Contingency Management Handbook. This handbook can be found on the website of RNE. The Customer Information Portal of RNE also contains all the detour routes jointly defined by the infrastructure managers, including the associated infrastructure characteristics.

The International Contingency Management Handbook contains guidelines that aim to maintain train running as much as possible in the event of an international disruption. The handbook describes how stakeholders across Europe are informed in an adequate and transparent way about the status and impact of the disruption. In addition, it defines the international steering and communication processes, in addition to the national processes. In this way, there will be better international cooperation between infrastructure managers and allocation bodies.

4.8.6 Cooperation railway undertakings and ProRail

The Operational Control Centre Rail (OCCR) is an operational collaboration by the railway sector, with an own identity and accompanying facilities, including a national control room.

In the OCCR, railway undertakings and ProRail work together in a shared workspace on the handling (and anticipation) of disruptions, disasters and other exceptional situations in the logistical and infrastructural processes (including power and ICT systems). In terms of handling, ProRail and the railway undertakings each retain their own statutory tasks and responsibilities in accordance with the Railways Act. The OCCR is open to all railway undertakings operating on the railway network managed by ProRail.

For further information on the work procedures within the OCCR or on making use of the OCCR facilities, including the costs involved, see the OCCR Guide document, which is available on the public website of the OCCR.

4.9 Capacity allocation stabling and shunting facilities

Titleholders can request access to stabling and shunting facilities. The stabling and shunting facilities offered by ProRail are listed in Chapter 5.3. This chapter discusses access to and use of stabling and shunting facilities on the main railway network.[70]

The starting points and procedure for obtaining access to stabling and shunting facilities for the 2020 Timetable are explained in more detail below.

4.9.1 Starting points

a. Stabling is the temporary parking of rolling stock between an incoming train path and an outgoing train path, where both train paths have a different train number.[71] The service concerns the use of the holding siding, including the existing service facilities. This service is described in more detail in Chapter 5.3.1.4.
b. Shunting can also be carried out on a railway yard for the purpose of division and/or composition of trains and manoeuvring to another track, for example for cleaning, repairing and refuelling. The service facility concerns the tracks on which these activities can be carried out. Train movements between a platform track and a stabling or exchange track, arrivals or departures on and passage through a railway yard to an rear terminal, etc., are part of the train path service (category 1).
c. ProRail uses the Tracks Database to publish the classification of the tracks, including any preferential use, by 1 March 2019 at the latest. During the processing of access requests, ProRail can change the preferred use in order to ensure optimum use of the facility.Other tracks (platform or reversing tracks) may also be designated for stabling and/or shunting.
d. Tracks are reserved in the Tracks Database for the stabling of rolling stock for carrying out management works (Chapter 4.5). These tracks are referred to as 'infrastructure tracks'.
e. Access requests to shunting and stabling facilities are made via a volume infrastructure entry (VII) in Donna or an application form made available by ProRail in the form of a request for access to a track for a specified period of time. The maximum duration is one timetable period. In this case, from 15 December 2019 to 12 December 2020.
f. If the physical capacity on a railway yard exceeds the environmental capacity, the environmental capacity takes precedence and coordination takes place on this basis.
g. A distinction is made between freight yards and other railway yards (passengers/mixed) for the handling of access requests for the entire timetable:
    - For the freight yards (see Table 4.6), the processing of requests will start on 2 September 2019. Applicants must submit their request by 30 August 2019 at the latest.
    - For all other railway yards, the schedule of the timetable for train paths is used.Applicants must submit their request by 8 April 2019 at the latest.
h. The withdrawal times for the management works listed in Chapter 4.5 exclude access, whereby the procedures described in Chapter 4.5 are used.
i. On the Venlo railway yard, restrictions apply for the scheduled stabling and scheduled handling time of freight trains, see Section 2.1.4 of Appendix 6.

[70] These are the service facilities listed in Annex II of Directive 2012/34/EU under category 2, points 2c and 2d.
[71] This does not include turning trains that require a different train number due to system requirements.

Tabel 4.6 List of freight yards

Acht	Deventer Goederenempl.	Oss Elzenburg
Amsterdam Houtrakpolder	Europoort	Pernis
Amsterdam Westhaven	IJselmonde	Sas van Gent
Almelo Bedrijvenpark	Kijfhoek	Sloehaven I t/m III
Axel aansluiting	Maasvlakte	Terneuzen
Beverwijk	Maasvlakte West	Terneuzen Zuid
Blerick, including ECT	Maasvlakte West West	Tilburg Industrieterrein
Born	Maastricht Beatrixhaven	Veendam
Botlek	Moerdijk	Waalhaven Zuid
Delfzijl Oosterhoorn	Oosterhout West stad	

4.9.2 Procedure for access requests for the timetable

The procedure for access requests for the timetable includes the following steps:

Step 1: Assessment of access requests for stabling and shunting facilities
ProRail will assess whether the request is complete within 5 working days of receipt of an access request. If the request is incomplete, the applicant will be given the opportunity to complete the request. This is possible up to a maximum of 5 working days after the notification of the incompleteness.

Step 2: Integration of all access requests
All access requests are assessed by ProRail in their entirety and compared with the available capacity. If there are no competing requests, the requests will be granted. In the case of competing requests, there is an access conflict and the coordination procedure (step 3) is started.

Step 3: Coordination procedure
A coordination file shall be drawn up, containing:
- A description of the access conflict (competition).
- All applicants (to ensure full and non-discriminatory handling. This will take into account the comparability of the request and the service provision).
- Information on the railway yard and service facilities.

In consultation with all applicants, ProRail will try to reconcile all requests as far as possible. In doing so, ProRail examines whether pragmatic solutions are possible in order to make maximum use of the available capacity.
- If all parties involved agree, the solution is recorded, the requests are allocated in accordance with the solution and the file is closed.
- If not, step 4 follows.

Step 4: Study of viable alternatives
In the event that the coordination procedure (step 3) has not led to a resolution of the conflict, ProRail and the applicants concerned will jointly look for an alternative service facility that can meet the needs of the applicants (hereinafter: viable alternative). The initiative for the study of viable alternatives lies with ProRail. The parties involved are, however, explicitly invited to submit alternatives.

When proposing possible alternatives, ProRail will, as far as possible, take into account at least the operational characteristics of the alternative service facility; the substitutability of the physical and technical characteristics of the alternative service facility; the clear consequences for the attractiveness and competitive position of the rail transport service scheduled by the applicant and the estimated extra costs for the applicant.

The applicant may decide whether one of the viable alternatives proposed by ProRail is acceptable. If an applicant rejects an alternative, this decision must be substantiated.
- If all the applicants involved agree with a proposed alternative, this decision will be recorded, the applications will be allocated in accordance with the viable alternative and the file will be closed.

- If no agreement is reached, step 5 follows.

Step 5: Dispute resolution and priority criteria for allocation
ProRail will resolve a conflict if:
- The study into viable alternatives has not yielded any results.
- The applicants do not agree on the viability of the alternatives studied. ProRail will hereby indicate which alternatives it considers viable because, in ProRail's opinion, the substantiation provided in step 4 was not (sufficiently) provided.

If there are no viable alternatives for the applicants, ProRail will allocate requests according to the following priority criteria:
1 The stabling of rolling stock for operational use in a scheduled transport service takes precedence over rolling stock for non-operational use (e.g. strategic reserves, new rolling stock, rolling stock intended for demolition or training purposes, etc.).
2 Train-related stabling and handling takes precedence over non-train related stabling and handling.
3 For passenger trains, the number of loaded starting (first) passenger trains shall be allocated in relation to the number of wagons (taking into account the length of the wagons).
4 For passenger trains, requests for short stabling (shorter than 1 hour) take precedence over requests for longer stabling (longer than 1 hour).
5 The allocation takes into account the relationship between train length and track length. The longest tracks shall be allocated to the transport operator using the longest trains in a scheduled transport service.
6 The allocation takes into account the optimisation of the shunting process and the minimisation of shunting movements.
7 An existing contract (within the timetable period) takes precedence over no contract.
8 In the context of optimal capacity utilisation, account is taken of any under-utilisation of (part of) the fully allocated capacity in the past (including the reasons for this).

Step 6: Allocation to titleholders
For freight yards, the allocation shall take place by 8 October 2019 at the latest. For all other railway yards, the allocation shall take place by19 August 2019 at the latest. If an access request is refused, ProRail will state the reasons for the refusal and record the decision.

4.9.3 Procedure for ad hoc access requests

In the case of ad hoc access requests during the 2020 Timetable:
- Access requests can be made via a volume infrastructure entry (VII) in Donna or a message to oss@prorail.nl.
- An ad hoc request shall be handled within 20 working days. No reconciliation will take place in case of conflicting requests (principle of first-come, first served).

5 Services

5.1 Introduction

This chapter deals with the services provided by ProRail for use of the railway infrastructure and supplementary facilities[72] by railway undertakings and other titleholders. ProRail also offers services with regard to the planning and performance of the timetable, as well as performance analysis.

The services are classified according to Annex II of Directive 2012/34/EU:

- basic access package (Chapter 5.2)
- access to facilities (Chapter 5.3)
- supplementary services (Chapter 5.4)
- ancillary services (Chapter 5.5).

This classification forms the basis for determining the tariff. Chapters 6.1 and 6.2 explain the charging principles and charging scheme, while Chapter 6.3 states the tariffs and specific regulations applicable to those tariffs.

All services stated in this chapter that are offered by ProRail are governed by the General Terms & Conditions (see Appendix 5) and Operational Conditions (see Appendix 6). If specific conditions apply to a service, this is stated in the form of terms of delivery and/or user conditions.

Terms of delivery are the terms and conditions applied by ProRail to the purchase of the relevant service. The user conditions specify the resources required by the railway undertaking to make use of the service as well as the terms to be complied with by the railway undertaking when making use of the service.

As regards information services (ancillary services, as referred to in Chapter 5.5), ProRail reserves the right to limit new or extra requests for a service, or to (temporarily) refuse access to a service if this request or extension cannot be delivered within the current capacity of the service. For most information services, a Service Level Agreement (SLA) forms part of the Access Agreement. Agreements are laid down in this SLA about the costs, (user) conditions and service levels of the information service.

Regulation to be agreed upon

► The services to be acquired by the railway undertaking, comprising at least the Train Path service of the basic access package, are laid down in the Access Agreement. ◄

Facilitation

ProRail informs railway undertakings of the possibility provided by the Railways Act to realise and use infrastructural facilities at railway yards and in transfer areas for own account, on the basis of an agreement with ProRail and, if necessary, a permit as referred to in Section 19 Railways Act. ProRail has been authorised to grant such a permit.

If a railway undertaking for its operational processes requires land or a facility at a railway yard that is not offered by ProRail, such can be facilitated by ProRail under conditions.

- Use of land
  Permission to use land managed by ProRail. For example, if a railway undertaking requires space for storage containers.
- Permit
  Providing a permit for the realisation and operation of a facility by a railway undertaking. For example, if a railway undertaking wishes an own cleaning platform on land managed by ProRail. ProRail can within the context of the environmental permit serve as the contact for the competent authority.
- Utilities

[72] In accordance with Section 67 Railways Act. Infrastructure facilities within the scope of the definition of railway infrastructure provided by Section 1 Railways Act do not fall under supplementary facilities.

Providing utility connections for the railway undertaking's facility at the latter's expense. For example, if a train washing line requires a water and/or electricity and/or sewage connection by means of underground infrastructure, whereby ProRail retains ownership and management of the underground infrastructure.
The conditions under which ProRail facilitates are agreed per specific customer request.

5.2 Minimum access package

The minimum access package, see Section 1 of Annex II to Directive 2012/34/EU, comprises all services required for reserving and using rail traffic capacity on the main railway infrastructure and other railway infrastructure managed by ProRail.

The basic access package comprises the following services:
1. Train path
2. Tractive power supply

5.2.1 Train path

Train path		
1. General information		
1.1	Service	Train path falling under to Category 1(a)(b)(c)(d)(f) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Train path		
2	Description	The use of train paths according to the right to train paths acquired through the capacity allocation process. *Capacity allocation* a. The handling of applications for, the return of and changes to infrastructure capacity[73]; for which purpose ProRail provides the Donna, /Btd-planner, BTD-planner reports, ISVL (according to planning will be replaced by the ORMAS Portal in the course of 2020 and capacity requests through the service Capacity requests, planning & performance information (according to TAF/TAP TSI standard), see Section 18 of Appendix 23), LOA Online, PCS, RMS Client and TNR applications, as described in Appendix 23. b. The reserving of capacity according to the agreed capacity allocation. c. The provision of all information required to carry out the train service for which capacity has been requested through, e.g., the RailMaps application (see Section 1 in Appendix 23), the Rail and Road Signs application (see Section 2 in Appendix 23) and the information on Temporary Speed Restrictions (see Section 3 in Appendix 23). *Use of the main railway network* d. The use of the tracks on route sections and stations for train and shunting movements. e. The stationary use of tracks all railway yards insofar as necessary for traffic flows (passing, direction changes, etc.) according to the agreed capacity allocation or intervention. f. The stationary use of platform tracks insofar as necessary for the (dis)embarking of passengers. g. Registering the loading of freight wagons in a train via the W-LIS application, see section 15 in Appendix 23. *Traffic control* h. The traffic control for both centrally and locally controlled areas, including the use of GSM-R Voice Rail Safety, the radio-communication system for rail safety, as described in Section 4 of Appendix 23. *Information on the current train service* i. The provision of information to the railway undertaking about train service handling via the SpoorWeb application (see Section 16 of Appendix 23). j. The provision of information to the railway undertaking about current train movements via the VIEW type 1 application (see Section 17 of Appendix 23). k. The provision of planning and performance information on the basis of the TSI TAF/TAP messages via the service Capacity requests, planning & performance information (according to TSI TAF/TAP standard) (see Section 18 of Appendix 23). *Information on the performed train service* l. The provision of information: standard traffic performance report, standard monitoring report and standard provision of information on traffic performance (see Section 19 of Appendix 23). m. The possibility of accepting or rejecting the causes of train deviations assigned to railway undertakings via the Approval Monitoring application (see Section 17 Appendix 23 of). *Disaster handling* n. The services of ProRail's emergency organisation pertaining to alarm signals, the evacuation and clearing of the tracks after accidents and irregularities, as well as the re-railing of railway vehicles and moving damaged railway vehicles to a safe place where they will not hinder traffic. This also includes the integral coordination of the operations of railway undertakings in these circumstances, as well as coordination with the competent authorities and the emergency services.
3. Description of the facilities		

[73] Trains subject to the user charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered by the applicant into Donna or a request via ISVL.

Train path		
3.1	Locations	main railway network
3.1.1	Opening times	24/7 with exception of the possessions.
3.1.2	Technical characteristic	See Chapter 3 of this Network Statement
3.1.3	Planned changes	N/A
4. User costs		
4.1	Information regarding user charge	Information is available in Chapter 6.3.1 of this Network Statement.
4.2	Information regarding discount on the user charge	Information is available in Chapter 6.4 of this Network Statement.
5 User conditions		
5.1	Legal requirements	The service is limited to use by normal traffic, not being Exceptional Transport (see Section 1.2 of Appendix 6). With a view to optimising the use of the capacity of the main railway network, ProRail offers a discount on the user charge for silent trains (see Chapter 6.4.5). Railway undertakings are notified that the text on access control facilities in Chapter 5.3.1.1 relates to access or departure by service personnel of the railway infrastructure via stations and platforms. Also applicable are the user conditions stated in the tables and appendices as referred to in the description of the service. Titleholders who do not qualify as railway undertaking can exclusively acquire from ProRail items a (with the exception of the ISVL and LOA Online applications), b and c (exclusively the RailMaps application) of the part of this service stated under 'description'. Also applicable are the terms of delivery stated in the tables and appendices as referred to in the description of the service.
5.2	Technical requirements for rolling stock	See Chapter 2.2 General access requirements
5.3	Autonomous use	n/a
6 Capacity request		
6.1	Access request	Train paths are allocated with the capacity allocation letter and agreed in the Access Agreement.

5.2.2 Tractive power supply

Tractive power supply		
1. General information		
1.1	Service	Tractive power supply falling under Category 1(e) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	This service comprises the use of the tractive power supply systems. This service does not comprise the supply of electric tractive power, for that see the service in Chapter 5.4.1.2.
3. Description of the facilities		
3.1	Locations	On the electrified tracks, see Appendix 17 to the Network Statement.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.

Tractive power supply		
3.1.2	Technical characteristic	Depending on the route section, ProRail offers a number of types of tractive power supply systems. These consist of overhead lines from which tractive power can be drawn.
3.1.3	Planned changes	n/a
4. User costs		
4.1	Information regarding user charge	Information is available in Chapter 6.3.1.2 of this Network Statement. The transport of electric tractive power is included in this charge. More information is available in Chapter 6.3.4.1 of this Network Statement.
4.2	Informatie regarding discount on the user charge	n/a
5 User conditions		
5.1	Legal requirements	Pursuant to the Electricity Act 1998, ProRail is designated as 'manager of a private network' for the management of the tractive power supply network. In this capacity, ProRail requires the parties who make use of this facility to submit a periodic statement of their actual and expected power consumption, with a distinction according to consumption on the 1500V DC network and the 25kV AC network. The terms of delivery relating to the use of the traction energy supply systems are set out in Appendix 25 of the Network Statement.
5.2	Technical requirements for rolling stock	Traction equipment shall have current take-up systems appropriate to the applicable tractive power system on a specific route section as shown in Appendix 17 of the Network Statement.
5.3	Independent use	Transport operators can make independent use of this service.
6 Capacity request		
6.1	Access request	Access to the tractive and energy supply system is agreed in the Access Agreement.

5.3 Access to services facilities and supply of services

Service package 2, see Section 2 of Annex II to Directive 2012/34/EU, regards the provision of access, including access via the railways to the facilities and related services below.

5.3.1 Access to service facilities

Services offered:
1. Passenger stations
2. Freight terminals
3. Railway yards
4. Stabling yards
5. Maintenance facilities
6. Other technical facilities

Maritime and inland port facilities
7. Assistance and support facilities
8. Refuelling facilities

5.3.1.1 Passenger stations

Passenger stations		
1. Description		
1.1	Service	Passenger stations is a facility under Category 2(a) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.

Passenger stations		
2. Function		
2	Description	Access to and use of the transfer facilities managed by ProRail on and near the railway infrastructure, as referred to in Chapter 3.6.1, namely: • platforms • tunnels leading to the platforms • walkways • escalators/stairs • ramps • lifts • the walking routes between the public road and platform for passengers who arrive or depart on foot including the available: • signposting • cameras for security purposes • lighting • clocks • PA systems • waiting facilities • travel information facilities (frames, screens) • location for ticket dispensing machines and check-in check-out posts • location for access control facilities (gates) and location for information counter

For further information, see the list of rail-related services on the website of ProRail.

Use of NS Stations facilities
The joint website of NS Stations and NS specifies for each of the stations stated in Appendix 25 which facilities are available per station and which facilities are offered by NS Stations.

5.3.1.2 Freight terminals

The railway infrastructure is connected to freight terminals for multimodal freight transhipment. These freight terminals are not ProRail facilities or services. They are operated by specialised companies. For information see the list of rail-related services on the website van ProRail.

ProRail offers public loading and unloading points at a number of locations (see Appendix 20 of this Network Statement) for the transhipment of freight between train and road traffic.

5.3.1.2.1 Freight terminals

Freight terminals		
1. Description		
1.1	Service	Freight terminals is a facility under Category 2(b) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	A public facility for the transhipment of goods from lorry to train, and vice versa.

The freight terminals are listed in Appendix 20 of the Network Statement. For further information, see the list of rail-related services on the website of ProRail.

5.3.1.3 Railway yards

Railway undertakings can at a large number of railway yards perform shunting operations, making use of level railway infrastructure (rails, points, operational points). Tracks intended for shunting may be equipped with walkways and lighting managed by ProRail, as described in more detail in Chapter 3.6.4. The railway yards can also be used for stabling if necessary.

Only the Kijfhoek railway yard is provided with specific facilities, namely a shunting hump, rail brakes and a hump control system. Use of the shunting hump in the Kijfhoek railway yard is exclusive possible with locomotives fitted with equipment for communication and control of the system.

Kijfhoek shunting hump		
1. General information		
1.1	Service	The use of the shunting hump at the Kijfhoek Railway yard. The shunting hump is a facility under Category 2(c) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	This service concerns the use of the shunting hump at the Kijfhoek railway yard, including the shunting facilities present here, such as rail braking and the hump process control system. The use of the tracks at the Kijfhoek railway yard, equipped with walkways and lighting managed by ProRail and including any facilities available (e.g. brake hose boxes) are not part of the Kijfhoek shunting hump but of the stabling service. See Chapter 5.3.1.4.1 for more information.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4 Stabling yards

5.3.1.4.1 Stabling

Stabling		
1. General information		
1.1	Service	Tracks, possibly equipped with walkways managed by ProRail, lighting and facilities for stock upkeep. Stabling is a facility under Category 2(d) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	This service comprises: • The use of tracks for the parking of rolling stock between an arriving train path and an departing train path, where both train paths have a different train number. This does not include turning trains that require a different train number due to system requirements. • Registering the position and loading of freight wagons on railway yards via the W-LIS application, see Section 15 in Appendix 23.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.2 Depot power supply

Depot power supply		
1. General information		
1.1	Service	Use of depot power supply The depot power supply is a facility under Annex II category 2(f), EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	This service includes the use of an electrical connection for the supply of non-traction electric train systems.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.3 Train preheating system

Train preheating system		
1. General information		
1.1	Service	Use of train preheating system. The train preheating system is a facility under Annex II, category 3(b), EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Electricity connection for the climate control of railway vehicles and non-traction electric train systems.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.4 Filler hydrants

Filler hydrants		
1. General information		
1.1	Service	Use of filler hydrants. The filler hydrants are a facility under Annex II category 2(f), EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Water connections for the filling of the reservoirs of railway vehicles and the cleaning of the cabin window.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.5 Service points

Service points		
1. General information		
1.1	Service	Use of service points. The service points are a facility under Annex II category 2(f), EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Utilities to support the internal cleaning of railway vehicles.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.6 Brake-testing cabinets

Brake-testing cabinets		
1. General information		
1.1	Service	Use of the brake-testing cabinet The brake-testing cabinet is a facility under Annex II, category 2(e), EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Compressed air connections for the testing of vehicle brake systems.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.7 Guidance for (dis)embarking facilities

Guidance for (dis)embarking facilities		
1.General information		
1.1	Service	Guidance for mobile boarding platforms. The use of guidance for (dis)embarking is a facility that falls under Category 2(f) of Annex II of EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Guidance for mobile boarding platforms for the (dis)embarking of train personnel.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.8 Service paths and roads

Service paths and roads		
1. General information		
1.1	Service	Use of service paths and roads The service paths and roads are a facility under Category 2(e)(f) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Paved paths and roads along service tracks for internal cleaning, filling/emptying of reservoirs, inspection and minor maintenance of vehicles.

For further information, see the list of rail-related services on the website of ProRail.

5.3.1.4.9 Faeces discharge

ProRail does not offer any specific facilities for faeces discharge trolleys. The use of ProRail's sewerage connections and electric charging points for faeces discharge trolleys is only permitted following specific agreement with ProRail.
ProRail reserves the right to offer other locations, subject to deviating conditions, for mobile faeces discharge than those agreed upon when the Network Statement was published.

ProRail is the owner of two fixed faeces discharge systems for the emptying of closed toilet systems and the filling with rinsing water.These systems are located in Groningen and Leeuwarden. ProRail will not realise any additional fixed faeces discharge systems.

5.3.1.5 Maintenance facilities

Maintenance facilities are provided by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.3.1.6 Other technical facilities

Other technical facilities are provided by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.3.1.7 Maritime and inland port facilities

Sea and inland port facilities are available from specialised service providers. ProRail does not offer any related service facilities. For further information, see the list of rail-related services on the website of ProRail.

5.3.1.8 Assistance and support facilities

ProRail does not provide any separate assistance and support facilities. Services regarding disaster handling are described in Chapter 5.2.1.

5.3.1.9 Refuelling facilities

Refuelling facilities		
1. General information		
1.1	Service	The service concerns access to and use of the refuelling facility. (for the delivery of fuel, see Chapter 5.3.2.4) The refuelling facility is a facility under Category 2(i) of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Facility for the delivery of fuel to traction vehicles.

For further information, see the list of rail-related services on the website of ProRail.

5.3.2 Supply of services in service facilities

With regard to the use of the facilities stated in the previous chapter, the following services are offered:
1. Travel information

Shunting services
2. Maintenance services
3. Delivery of fuel

5.3.2.1 Travel information

Travel information is provided by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.3.2.2 Shunting services

Shunting services are provided by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.3.2.3 Maintenance services

Maintenance services are provided by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.3.2.4 Delivery of fuel

The fuel delivery service is provided by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.4 Additional services

The service package 3, see Section 3 of Annex II to Directive 2012/34/EU, comprises the supplementary services specified below.
1. Tractive power
2. Services for railway vehicles
3. Exceptional transport and assistance services

5.4.1 Tractive power

The supplementary service ‘Tractive power’ comprises the services below.
1. Transport of electric tractive power
2. Supply of electric tractive power

5.4.1.1 Transport of electric tractive power

Transport of electric tractive power		
1. General information		
1.1	Service	Transport of electric tractive power
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	The transport costs of electrical power charged by a third party to ProRail.

For further information, see the list of rail-related services on the website of ProRail.

5.4.1.2 Supply of electric tractive power

The supply of electric traction energy is carried out by specialised service providers. For further information, see the list of rail-related services on the website of ProRail.

5.4.2 Services for railway vehicles

The use of train preheating is described in Chapter 5.3.1.4.3.
The supply of electrical power is part of the service, as described in Chapter 5.4.1 'Tractive power'.

5.4.3 Exceptional transport and assistance services

5.4.3.1 Facilitating exceptional transport

Facilitating exceptional transport		
1. General information		
1.1	Service	Facilitating exceptional transport Facilitating exceptional transport is a facility under Annex II, category 3(c), EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Standard regulations and customised regulations for exceptional transport, see Chapters 2.5 and 4.7.

For further information, see the list of rail-related services on the website of ProRail.

5.4.3.2 Towing services

Coordination of the Towing Services is part of the train path service as described in Chapter 5.2.1. For further information, see the list of rail-related services on the website of ProRail.

5.5 Ancillary services

The service package 4, see Section 4 of Annex II to Directive 2012/34/EU, comprises the ancillary services specified below.

1. Access to the telecommunications network
2. Provision of supplementary information
3. Technical inspection of railway vehicles
4. Ticketing services in passenger stations
5. Special maintenance facilities

The costs for ancillary services are charged, see 6.3.4.

5.5.1 Access to the telecommunications network

Use of the service GSM-R Walkie-Talkies, the GSM-R Voice Rail Safety system (see Section 4 of Appendix 23) and the service GSM-R other rail-related voice and data offered with respect to access to the telecommunications network. For the possible applications of the service GSM-R other rail-related voice and data, contact informatiediensten@prorail.nl.

5.5.1.1 GSM-R Walkie-Talkies

GSM-R Walkie-Talkies		
1. General information		
1.1	Service	GSM-R Walkie-Talkies is a facility that falls under Category 4(a) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Operational voice communication (point-to-point and group communication via handhelds / walkie-talkies on railway yards or in tunnels). The service Voice Railway Safety is also supported within GSM-R Walkie-Talkies. A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.

For further information, see the list of rail-related services on the website of ProRail.

5.5.1.2 GSM-R other rail-related voice and data

GSM-R other rail-related voice and data		
1. General information		
1.1	Service	GSM-R other rail-related voice and data is a facility that falls under Category 4(a) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Operational voice communication (point-to-point via handhelds / walkie-talkies in railway yards or tunnels), data communication (SMS, circuit switched or packet switched for telemetry applications). A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2 Provision of supplementary information

The services below are provided in the area of timetable planning, timetable performance and performance analysis.

1. Customised functionality of railway infrastructure via Infra-Atlas
2. Real-time information on train movements (VIEW)
3. Planning and performance information
4. Provision of GeoData
5. View VOS
6. SpoorRadar
7. Real-time information on international train movements (TIS)
8. RouteLint
9. OT
10. MTPS (Rolling Stock and Train Position Service)
11. Insight in train service performance: customised reports, provision of data and analyses

12. TOON: information on historic train movements.TOON: information on historic train movements
13. The supply of various measurement data from Quo Vadis and Hotbox systems
14. Sherlock

The services are provided exclusively to railway undertakings, unless stated otherwise.

5.5.2.1 Customised functionality of railway infrastructure via Infra-Atlas

Customised functionality of railway infrastructure via Infra-Atlas		
1. General information		
1.1	Service	Provision of customised railway infrastructure data via Infra-Atlas is a service that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Supply of specific information on the functionality of railway infrastructure from Infra Atlas. This may concern a specific question about a cross-section or a question not described in the IRS IAUF (Interface Requirement Specification- Infra Atlas Wxchange Format). For a description of Infra Atlas or to receive data within the Infra Atlas standard delivery package, see Section 1 of Appendix 23

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.2 Real-time information on train movements (VIEW)

Real-time information on train movements (VIEW)		
1. General information		
1.1	Service	Real-time information on train movements (VIEW) is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Real-time information on train movements and infrastructure conditions in the Netherlands. VIEW also makes deviations in the planning visible, provides information on all traffic and can zoom in on regional and route section level. For a description of the VIEW application, see Section 17 of Appendix 23.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.3 Planning and performance information (according to NL standard)

Planning and performance information (according to NL standard)		
1. General information		
1.1	Service	Planning and performance information (according to NL standard) is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Supply of real-time traffic plan data, related changes to the train service and performance information. The message flow provides the user with a direct view of operations.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.4 Provision of GeoData

Provision of GeoData.		
1. General information		
1.1	Service	GeoData is a facility under Category 4 of Annex II to EU-Richtlijn Directive 2012/34.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Provision of current GPS/RD data, concerning the ProRail base map, Transfer, the ProRail Area Classifications and the Reference System. The message flow provides the user with a direct view of the infrastructure.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.5 View VOS

View VOS (traffic control support system)		
1. General information		
1.1	Service	View VOS is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	The service offers railway undertakings a view functionality in the VOS traffic control system, making it possible to monitor the course of train services.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.6 SpoorRadar

SpoorRadar		
1. General information		
1.1	Service	SpoorRadar is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	A view function in the SpoorRadar system provides real-time insight into the current situation of possessions, the punctuality of passenger train services and freight trains. The various subjects are graphically shown on separate maps and dashboards.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.7 Real-time information on international train movements (TIS)

Train Information System“ (TIS) is a web application that provides insight into real-time information on international train movements and is made available by RailNetEurope to infrastructure managers and railway undertakings. For further information, see the list of rail-related services on the website of ProRail.

5.5.2.8 RouteLint

RouteLint		
1. General information		
1.1	Service	RouteLint is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

RouteLint		
2	Description	RouteLint provides the driver with dynamic trip information on the current track occupation on his route. As a result, the driver receives data on trains that are running ahead and the train behind it that is being obstructed. RouteLint also provides information on inserting, branching and intersecting trains and the current delay of the trains on the route.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.9 ORBIT

ORBIT		
1. General information		
1.1	Service	ORBIT is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	The service consists of the supply of: 1. Application on the hardware in the train. 2. Orbit monitoring reports 3. Daily supply of the ORBIT implementation data 4. Implementation of the relevant rolling stock data at the request of the transport operator 5. The possibility to switch off the sound on the train at the request of the transport operator.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.10 MTPS (Rolling Stock and Train Position Service)

MTPS (Rolling Stock and Train Position Service)		
1. General information		
1.1	Service	MTPS (Rolling Stock and Train Position Service) is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	The supply of real-time data on train positions on the basis of train detection systems. If a railway undertaking itself supplies GPS positions to ProRail, this data is enriched by ProRail and the resulting train and rolling stock positions are made available.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.11 Insight in train service performance: customised reports, provision of data and analyses

Train service performance - customised reports, provision of data and analyses		
1. General information		
1.1	Service	Train service performance - customised reports, provision of data and analyses is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Train service performance - customised reports, provision of data and analyses		
2	Description	• Customised reports: reports in line with client requirements on the traffic performance of the own train service (punctuality, connections, cancellation and registered causes of delays). The customised report can include comparisons in terms of location and time, for example. • Customised data provision: receipt of customised data on the performance of the own train service. • Customised analyses: receipt of analyses on the own train service, establishing a relationship between the causes and consequences of traffic performance, punctuality and connections, along with an explanation thereof.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.12 TOON: information on historic train movements

TOON: information on historic train movements		
1. General information		
1.1	Service	Information on train service information on historic train movements (TOON) is a facility that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	TOON makes it possible to review historic train movements in relation to the actual infrastructure situation (signal aspect, switch position, route) at a certain point in time at a certain location.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.13 The supply of various measurement data from Quo Vadis and Hotbox systems

The supply of measurement data from Quo Vadis and Hotbox systems		
1. General information		
1.1	Service	The provision of measurement data from Quo Vadis and Hotbox systems is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34. The measurement data refer to the forces and temperatures of wheels and axles. The railway undertaking can use this data for preventive maintenance of its rolling stock and for steering and controlling its operating processes. Measurements are taken at 45 Quo Vadis and 31 Hotbox locations.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	The system is available in 3 variants: a) Provision of high values Via an email message with Excel file. The data is available at soonest one day after measurement and at latest 5 days after measurement. b) Provision of all measurement data Via a subscription to a FTP server where the raw measurement data is prepared in XML format. This applies to rolling stock provided with RFID tags. For rolling stock provided with RFID tags, the data are available within minutes. In case of trains without tag, the data is available at soonest one day after measurement and at latest 5 days after measurement. c) Customised reports. Delivery depends on wishes. More product information about Quo Vadis is available at materieelimpact@prorail.nl.

For further information, see the list of rail-related services on the website of ProRail.

5.5.2.14 Sherlock

Sherlock		
1. General information		
1.1	Service	Sherlock is a facility that falls under Category 4(b) of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	Sherlock is a software tool that supports users with train performance analysis. The tool collect realisation data from various sources terms and combines these wherever possible. Sherlock includes data on punctuality, train characteristics, rail use, signal passages and intervention measures. Various algorithms serve to enrich the data and provide clarification wherever possible. This helps users to gain an integral view of the (train) performance. Sherlock undergoes continuous development and no guarantee can be given as regards the completeness, availability and reproducibility of the incorporated data.

For further information, see the list of rail-related services on the website of ProRail.

5.5.3 Technical inspection of railway vehicles

ProRail does not perform any inspections of railway vehicles. The inspection of railway vehicles is carried out by inspection bodies designated by the Minister of Infrastructure and Water Management for the approval and certification of new and revised railway vehicles. The inspection bodies are stated on the website of the Environmental Health and Transport Inspectorate.

5.5.4 Ticketing services in passenger stations

Services regarding the sale of tickets are provided by railway undertakings.
For the use of a location for ticket sales, see Chapter 5.3.1.1.

5.5.5 Special maintenance facilities

Special maintenance facilities are available at overhaul and maintenance firms. ProRail does not provide any services in terms of special maintenance facilities. ProRail will on request provide the contact addresses of overhaul and maintenance firms.

5.6 Other services

5.6.1 Energy Collection Application

ECA		
1. General information		
1.1	Service	Energy Collection Application (ECA)
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

ECA		
2	Description	This application facilitates the settlement of energy costs for tractive power consumed by railway undertakings. This service concerns the collection of specific rolling stock information of railway undertakings and the enrichment of realised traffic data with this specific rolling stock information. The collected data is delivered to ERESS (VIVENS and CIEBR). ERESS combines the information with data from certified measuring systems in the traction equipment for the purpose of settling the energy costs of electricity consumed and for the billing of the charge for the tractive power supply service offered as part of the basic access package. The activities and systems of ERESS, VIVENS and CIEBR do not belong to this ECA service.

6 Charges

This chapter describes the user charge. The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. The user charge consists of:

1. the charge for the basic access package (Category 1 services)[74], possibly supplemented by a charge as referred to in Article 62(2) and 6(a)[75] and (b)[76] of the Railways Act;
2. the compensation for Category 2, 3 and 4 services (insofar as they are offered by ProRail)[77];
3. levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d), (f) and (g) of the Railways Act.[78]

Schematically shown, ProRail's user charge consists of the following elements:

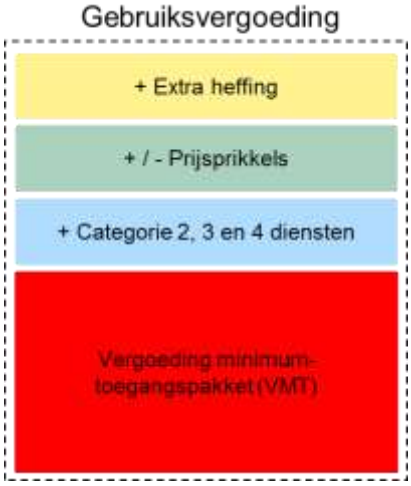

Figure 6.1 Structure of the user charge

The tariffs of the charges are mentioned per service in Chapter 6.3.

6.1 Charging principles

The charges are agreed between ProRail and the titleholder and laid down in the Access Agreement, in accordance with the statutory provisions.

Charging framework
The statutory charging framework, as referred to in Directive 2012/34/EU, Article 29(1), comprises[79]:
a. Railways Act, Section 62.
b. Implementation Directive 2012/34/EU on establishing a single European railway area
The text of the above provisions can be consulted via Table 1.1 in Chapter 1.3.

74 See Annex II, point 1 of the Directive.
75 See Railway Capacity Allocation Decree.
76 See Implementing Regulation 2015/429 laying down the modalities for the imposition of charges for the costs of noise pollution.
77 See Annex II, points 2, 3 and 4 of the Directive. Category 2 services concern the (access to) service facilities and to the services provided in those facilities, Category 3 services concern supplementary services, category 4 services concern ancillary services.
78 See HSL Levy Decree.
79 Exploratory memorandum to Implementation Directive 2012/34/EU on establishing a single European railway area, Chapter 3.1 (Bulletin of Acts and Decrees 2015 461).

Surcharge for scarce capacity
ProRail can reach agreement on a surcharge for the use of the congested main railway network, see Chapter 6.4.1.

Reservation charge
ProRail applies a reservation charge in case of requested capacity for train paths or holding sidings that is cancelled or for agreed capacity for train paths or holding sidings that is regularly not used, see Chapter 6.4.2.

HSL levy
The HSL levy for the use of the route sections Hoofddorp – Rotterdam West and Barendrecht – Belgian border shall comply with the regulations of the HSL Levy Decree 2015.[80] The HSL levy is calculated per train kilometre over the distances between the following timetable points:

- Hoofddorp Midden – Rotterdam Hogesnelheidslijn Aansluiting (46.0 km)
- Rotterdam Lombardijen – Hogesnelheidslijn Breda Grens (48.6 km)
- Rotterdam Lombardijen – Zevenbergschenhoek Aansluiting (29.2 km)
- Breda Aansluiting – Hogesnelheidslijn Breda Grens (15.1 km)

The HSL levy is charged for train paths that are actually used, as well as for train paths that have been allocated to the railway undertaking on conclusion of the Access Agreement, but which have not been used by the railway undertaking.

Excluded are train paths that the railway undertaking was only able to use with a delay (or with a increase in delay) of more than 10 minutes in connection with infrastructural defects to the railway infrastructure belonging to the Hoofddorp - Rotterdam West and Barendrecht - Belgian border high-speed lines, or was not able to use as a result of the nonavailability of any part of the high-speed network or the connecting main railway infrastructure as referred to in Section 3(2)(a) HSL Levy Decree 2015.

Discount for silent wagons
A discount scheme applies to railway undertakings that run silent freight wagons, see 6.4.5.

Extra levy
ProRail imposes an extra levy on titleholders. By means of the extra levy, an additional part of the costs for management, maintenance and replacement (MMR) of the track is charged to titleholders pursuant to Section 62(6)(c) Railways Act. See Chapter 6.3.6.

Performance scheme
ProRail establishes a performance scheme that encourages railway undertakings and the infrastructure manager to minimise disruptions and improve the performance of and on the main railway network, see Chapter 6.5.

6.2 Charging system

Cost allocation and tariff calculation Category 1 services (basic access package)
For the allocation of the costs for the Category 1 services offered and the calculation of the charges for these services, ProRail uses the method described in the 'Method for allocation of costs to the basic access package 2017' dated 20/11/2018. This document is available on the website of ProRail.

On the Logistics Portal of ProRail, ProRail provides titleholders with a calculation of the tariffs, in line with the allocation method, for the charges for the various services belonging to the basic access package to be applied for the year 2020.

Cost allocation and tariff calculation Category 2 services
In allocating the costs for the Category 2 services offered, use of the Kijfhoek shunting hump, the transfer service and to calculate the charges for these services, ProRail uses the methods described

[80] Section 2 HSL Levy Decree 2015.

in the documents 'Method for transfer allocation' dated 22/08/2018 and 'Method for allocation Kijfhoek shunting hump' dated 16/04/2019. These documents are available on the website of ProRail.

Load-bearing capacity and tariff calculation extra levy
ProRail charges the extra levy to titleholders on behalf of the Ministry of Infrastructure and Water Management. The total amount of the extra levy is determined by the Ministry.[81] The market segments, the (relative) financial capacity of these segments and the amount of the extra levy per market segment are based on the 'Market-can-bear test 2020 - 2024'. For the calculation of the extra levy tariff, ProRail uses the 'Method of allocation extra levy 2018' dated 22/08/202018. These documents are available on the website of ProRail.

ProRail distinguishes the following market segments for the application of the extra levy:
- Freight transport
- Public passenger transport on the basis of a concession as referred to in Section 20(1) or (3) Passenger Transport Act 2000
- Other passenger transport

Rules of procedure
► Agreement on the charges is subject to the rules below.
   a. The tariffs of the charges, surcharges, additions, deductions and discounts as included in the Network Statement are non-negotiable.
   b. All charges are agreed in the Access Agreement, on the understanding that the reservation charges and surcharges for scarce capacity described in the Network Statement are already applicable at the time a capacity request is submitted for the 2020 Timetable.◄

Charging regulations
The ProRail charging system for 2020 is based on the principles below.
a. The charges for the basic access package and Category 2 services transfer and stabling are based on ProRail's average budgeted costs and average budgeted scope of use for the period 2020 - 2022.
b. For the use of the high-speed railway network, ProRail applies a levy that also serves to cover the costs of any party other than the network manager with regard to the investment projects.
c. In the interests of the effective management of capacity, ProRail applies reservation charges not based on cost allocation for the failure to use capacity applied for or agreed to.
d. ProRail applies surcharges not based on cost allocation for scarce capacity as an instrument in the handling of incompatible requests in the capacity allocation process.
e. ProRail applies surcharges and discounts not based on cost allocation as an instrument in schemes to stimulate the performances of the railway network.
f. The user charges for the supplementary and auxiliary services, insofar as provided exclusively by ProRail, are based on actual costs.

The services to be provided are settled on the basis of actual use or in accordance with scheduled use or agreed consumption, as indicated in Chapter 6.3.

6.3 Tariffs

This chapter states the tariffs of the services provided by ProRail at a fixed tariff. The tariffs are stated exclusive of VAT. For the tariffs of services offered by other providers, reference is made to the website of the provider; see the description of the service in Chapter 5.

The tariffs are indexed to the 2020 price level, unless otherwise indicated, in accordance with the price development of the national consumer price index (CPI), as included in the Central Economic Plan of the Netherlands Bureau for Economic Policy Analysis.

[81] Article 11(e) Implementation Directive 2012/34/EU on establishing a single European railway area

Tariffs applicable for the period from 15 December 2019 up to and including 31 December 2019 are those applicable on 14 December 2019 as stated in the Network Statement 2019.

6.3.1 Minimum access package

The tariffs for the minimum access package are stated in accordance with the classification of the services, see Chapter 5.2, which form part of the minimum access package:
Train path

1. Tractive power supply

The tariffs related to the minimum access package apply to the entire main railway network.

Zero rate exemption scheme relating to management
A user charge of nil applies for the use of capacity for the performance of instructions by the network manager with regard to the management of the railways. To this end, ProRail allocates a number of specific series of train numbers, which may be used exclusively for traffic run in the performance of instructions given by ProRail.

6.3.1.1 Train path

The tariff per train kilometre for the use of train paths, including the handling of requests for railway infrastructure capacity and the delivery of information as stated in Chapter 5.2.1, depends on the weight category of the train and amounts to:

Table 6.1 Tariff for the use of train paths

Weight category of the train	Tariff (per train kilometre)
up to 120 tons	€ 0.7872
from 121 to 160 tons	€ 0.9840
from 161 to 320 tons	€ 1.2516
from 321 to 600 tons	€ 1.7397
from 601 to 1,600 tons	€ 2.7945
from 1,601 to 3,000 tons	€ 3.3612
from 3,001 tons	€ 3.6446

The volume of use, is determined on the basis of actual use of train paths. ProRail registers the distances travelled in the traffic control systems. These distances are rounded to 0.1 km. Distances < 3.0 km as well as distances travelled on decommissioned tracks are not taken into account.

Train tonnages are measured using ProRail's weighing systems. Trains that pass multiple weighing points during their trip are settled at the average tonnage measured at the various weighing points. Tonnages are rounded to 1 ton. Trains that do not pass a weighing point during their trip or for which no measured weight is available are settled at a standard train weight agreed in the Access Agreement.

Regulation to be agreed upon
► ProRail wants to include a table in the Access Agreement stating standard train weight per running characteristic. ◄

Included subscriptions VIEW, ISVL and SpoorWeb
Depending on the estimated number of train paths, the titleholder is provided with a number of subscriptions to the View type 1 (internet), ISVL (orders) and Spoorweb applications according to the table below.

Table 6.2 Number of subscriptions included in the charge for the use of train paths

Budgeted traffic volume per year (train kilometres)	number of subscriptions VIEW/ISVL	number of subscriptions SpoorWeb/ISVL
from 5.0 million	10	40

between 2.5 and 5.0 million	5	20
between 1.0 and 2.5 million	2	8
to 1.0 million	1	4

A separate charge is agreed for more subscriptions than stated in Table 6.2.

ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.

Included subscription to Approval Monitoring
Depending on the estimated number of train paths, the titleholder is provided with a number of subscriptions to the Approval Monitoring application. The standard for this is 1 subscription per 1,000,000 budgeted train kilometres per year, with a minimum of 2 subscriptions.

A separate charge is agreed for additional subscriptions.

ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.

Exemption scheme Enschede – Enschede Grens
The volume of the use of train paths on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on schedule basis. In determining the weight category, the unladen weight of a train set type normally deployed by the railway undertaking is assumed. To compensate for any kilometres not run, 98.5% of the scheduled train kilometres are invoiced.

Costs of deployment of the response organisation
The maintenance costs for the repair of safe and undisturbed train traffic carried out by the response organisation are included in the tariff per train kilometre (see Table 6.1). The costs of deployment of the response organisation are charged to the party that caused the deployment of the response organisation or to whom this can be attributed. Costs of deployment of the response organisation include the out of pocket costs, i.e. the external costs that the response organisation had to incur in the context of deployment, for example by hiring equipment and/or (facilities for) personnel.

HSL levy
The titleholder will on 1 February 2020 owe the HSL levy over the time period from 15 December 2019 until 31 December 2019, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2019 calendar year.

The titleholder will on 1 February 2021 owe the HSL levy over the time period from 1 January 2020 until 12 December 2020, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2020 calendar year.

Final settlement will follow when the HSL levy has definitively been set in accordance with the provisions of the Decree HSL Levy 2015.

6.3.1.2 Tractive power supply

The charge for use of the tractive power supply is settled in proportion to the number of kilowatt hours delivered via the tractive power supply, with a distinction according to consumption on the 1500 V DC network and the 25 kV AC network. The tariff per kilowatt hour for the use of the tractive power supply is shown below.

Table 6.3 Tariff for the use of the tractive power supply

Tariff (per kilowatt hour)
€ 0.024137

The transport of electric tractive power (see Chapter 6.3.3.1) is included in this charge.

ProRail invoices the charge for the use of the tractive power supply on the basis of the electrical energy consumed. Information about the amount of energy consumed is supplied to ProRail by Eress (VIVENS and CIEBR).

6.3.2 Use of services facilities

6.3.2.1 Transfer

The tariff per stop for the use of passenger platforms and transfer areas with accompanying facilities depends on 5 station categories and 3 train stop codes and is stated below.

Table 6.4 Tariff for the use of passenger stations

Station category	Tariff (per stop)		
	Train stop code		
	A	B	C
Stop	€ 0.56	€ 0.92	€ 1.14
Basic	€ 0.98	€ 1.62	€ 1.99
Plus	€ 1.58	€ 2.63	€ 3.22
Mega	€ 1.99	€ 3.30	€ 4.03
Cathedral	€ 4.92	€ 8.18	€ 10.01

The volume of use, the number of stops, is determined on the basis of actual use.

The classification into 5 station categories (stop, basic, plus, mega, cathedral) is provided in Appendix 25 and is based on the estimated numbers of (dis)embarking passengers, with the threshold values < 1000 / 10,000 / 25,000 / 75,000 / >75,000 (dis)embarking passengers per day.

The applicable train stop code (A, B, or C) is determined on the basis of the train number, subject to the rules below.

- Train stop code A: train for passenger transport that during its route from start to end station according to the timetable (the trip under one train number) stops at all stations or fails to stop at no more than 15% of the stations.
- Train stop code B: train for passenger transport that during its route from start to end station according to the timetable (the trip under one train number) stops at a minimum of 50% of the stations or which forms part of a train series of which at least 90% is run in a composition with no more than 150 seats.
- Train stop code C: train for passenger transport, not subject to any conditions with regard to the percentage of stations at which no stop is made.

In setting the charge, the number of stops for every train for which a passenger train running characteristic is entered is determined on the basis of the Departure and Short Stop activities in the ProRail traffic control systems.Which train stop code is applicable per train number series is determined in the Access Agreement. The renumbering of train numbers (including lead figures) has no impact on the original train stop code.

Exemption scheme Enschede – Enschede Grens
Use of the passenger platforms and transfer area with accompanying facilities service for trains on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on schedule basis. To compensate for any kilometres not run, 98.5% of the scheduled stops are invoiced.

6.3.2.2 Stabling

The tariff for reserving capacity for stabling and shunting is:

Table 6.5 Tariff for reserving capacity for stabling and shunting

Tariff per minute
€ 0.03612 + €0.00001020 x track length in metres

Invoicing takes place per minute. No exempt period applies.

The capacity of the entire effective length of the track in metres is charged. Exceptions are combined tracks, which consist of two tracks which follow from one other and are interrupted by an infrastructure element (e.g. a switch or a signal) or a facility (e.g. a refuelling or washing facility) and as a result contain a phasing in the numbering (e.g. A and B versions). In the case of a combined track, requested for the same period of time and by a single titleholder, the charge is calculated on the basis of the full effective length of the combined track. If only one track of the combined track is applied for and allocated, then only this one track will be charged.

If the capacity is allocated to multiple titleholders (e.g., timesharing), the user charge is divided equally over the relevant titleholders. Titleholders can jointly request ProRail to charge the costs (together 100%) according to a different ratio, e.g., by dividing the length.This only applies to timetable requests and Late Path Requests that concern all days of the timetable year.

No settlement will take place if due to incidental works on or near the main railway network, or in case of emergencies, use shall be made of tracks for which no user rights were acquired, or use shall be of tracks for which user rights were acquired, but which could not be used.

If replacement capacity is agreed in case of competing requests for stabling capacity and the maintenance roster during the coordination of the timetable, the user right charge will be based on the original request.

Allocated capacity can be returned, subject to a notice period of one month.

The charge for the use of facilities at railway yards, see Chapter 5.3.1.3, is included in the charge for the use of tracks for stabling. In case of a Time Space Slot (TSS), a bundle of tracks is requested and used. See also Chapter 2.2 of the Operating Conditions (Appendix 6). In the case of a TSS, the tariff is charged for two tracks which form part of it, for the entire duration (in minutes) of the TSS, irrespective of the total number of tracks which make up the TSS. ProRail has designated two tracks per TSS for this purpose. If a TSS consists of one track, the tariff will be charged for only this one specific track.

Zero rate exemption scheme relating to management
A user charge of nil applies for the use of capacity for the performance of instructions by the network manager with regard to the management of the railways. See Chapter 6.3.1. A party requesting capacity on holding sidings that wishes application of the zero-rate scheme is required to state such in its capacity request.

Kijfhoek shunting hump
The tariff for the use of the Kijfhoek shunting hump as calculated on the basis of the 'Method for allocation Kijfhoek shunting hump' amounts to € 0.11051 per minute per track. The tariff is billed per minute. The period for which the tariff for the use of these shunting facilities is charged is equal to the period for which the tariff for the reservation of capacity for stabling is charged.

The tariff for using the Kijfhoek shunting hump is charged on the 43 tracks on the Kijfhoek railway yard that are equipped with shunting facilities for the hump process. It is possible to return capacity, subject to a notice period of one month.

Transitional scheme
The tariff for the use of the Kijfhoek shunting hump is subject to a transitional scheme, whereby the full tariff will be charged step by step over a number of years. In 2020, 20% of the tariff per minute per track of € 0,11051 will be invoiced, being an amount of € 0.02210 per minute per track.

Table 6.6 Tariff for use of the Kijfhoek shunting hump (including transitional scheme)

Tariff per minute per track
€ 0.02210

6.3.2.3 Refuelling facility

The charge for the use of the refuelling facilities with delivery system is charged by ProRail to the operator of the refuelling facilities.

The charge for the use of the refuelling facilities without delivery system is included in the charge for the use of tracks for stabling (see Chapter 6.3.2.2).

6.3.3 Additional services

6.3.3.1 Transport of electric tractive power

The charge for the transport of electric tractive power charged by grid managers to ProRail, see Chapter 5.4.1.1, is settled in proportion to the number of kilowatt hours supplied via the tractive power supply, with a distinction according to consumption on the 1500 V DC network and the 25 kV AC network. The charge for the transport of electric tractive power is included in the tariff for the use of the tractive power supply (see Table 6.3) according to the basic access package.

6.3.3.2 Exceptional transport

No specific user charges apply to the Facilitating Exceptional Transport service, see Chapter 5.4.3.1, if use is made of standard schemes offered by ProRail.

Customised regulations are charged on the basis of actual costs incurred that can be attributed to the relevant customised regulation. This concerns payment for the hours worked by ProRail and compensation of other costs made by ProRail for the relevant regulation.

6.3.4 Ancillary services

The ancillary services are customised and charged on the basis of a requested price offer at the supplier of the service.

6.3.5 Other services

6.3.5.1. Energy Collection Application (ECA)
The charge for the use of the ECA service is settled in proportion to the number of kilowatt hours delivered via the tractive and energy supply syste. For a description of this service, see Chapter 5.6.1. The tariff per kilowatt hour for the ECA service is:

Table 6.7 Tariff ECA

Tariff (per kilowatt hour)
€ 0.000637

6.3.6 Extra levy

The tariff per train kilometre for the extra levy depends on the weight class of the train and the market segment and is:

Table 6.8 Extra levy tariff

Weight category of the train	Tariff (per train kilometre)

	Passenger services in connection with a public service contract	Other passenger services	Freight services
up to 120 tons	€ 0.1606	€ 0.0860	€ 0.0911
from 121 to 160 tons	€ 0.2008	€ 0.1075	€ 0.1138
from 161 to 320 tons	€ 0.2554	€ 0.1367	€ 0.1448
from 321 to 600 tons	€ 0.3550	€ 0.1900	€ 0.2012
from 601 to 1,600 tons	€ 0.5702	€ 0.3052	€ 0.3233
from 1,601 to 3,000 tons	€ 0.6859	€ 0.3671	€ 0.3888
from 3,001 tons	€ 0.7437	€ 0.3980	€ 0.4216

The breakdown by market segments freight and passenger services is based on the running characteristics of a train. Trains that according to their running characteristics qualify as freight trains and the related traffic of light locomotives qualify as freight trains. Trains that according to their running characteristics qualify as passenger trains and the related traffic of light locomotives and empty rolling stock qualify as passenger trains.

Passenger services within the framework of a public service contract concern public passenger services on the basis of a concession as referred to in Section 20(1) or (3) Passenger Transport Act 2000. All other passenger services are defined as other passenger services.

Zero rate exemption scheme relating to management
If a zero rate is applied to the basic access package in connection with the execution of orders given by ProRail in connection with the management of the railway infrastructure, a zero rate is also applied to the extra levy.

6.4 Financial penalties and incentives

6.4.1 Capacity surcharge

By applying the capacity surcharge, ProRail and the titleholders concerned can reach agreement in the sense of Section 7(1) Railway Capacity Allocation Decree. The capacity surcharge is applied if no agreement can be reached during coordination on competing requests for transport. Use of the surcharge may facilitate agreement. The capacity surcharge is not applied if the requests can be handled to the satisfaction of the applicants involved.

The capacity surcharge for train paths is calculated as follows:

- The affected infrastructure is that part of the main railway network infrastructure where the requests conflict with one another. Examples are: the route section between two timetable points, a platform track, a connection/flyover, a sorting line.
- The period of 'congestion' is the time, rounded to whole minutes, during which the competing requests occur. This can re-occur several times during the timetable.
- Every train path that makes use of the affected infrastructure during the period of congestion is subject to a surcharge of € 100.

6.4.2 Reservation charge

The reservation charge in case of cancellation is aimed to prevent the reservation of excess capacity in the annual timetable. The reservation charge for unused capacity has the purpose of encouraging the efficient use of capacity. This charge is levied on applicants to whom a train path is allocated if they regularly fail to use the allocated paths or parts thereof.

ProRail will apply the reservation charge with a distinction according to public passenger transport (public passenger transport on the basis of a concession as referred to in Section 20(1) or (3)

Passenger Transport Act 2000, and other passenger transport) and, on the other hand, freight transport and other rail traffic, both with respect to capacity for train paths, see Chapter 5.2.1, and for stabling, see Chapter 5.3.1.4.

Due to the coronavirus and its effects on railway undertakings, the reservation charge shall not be applied in the 2020 timetable year. This applies both to the reservation charge for capacity relating to train paths and to the charge relating to capacity for stabling.

6.4.2.1 Passenger transport – train path

Cancellation
Allocated train paths that for passenger transport that are cancelled are subject to a reservation charge of € 10 per path for each day of the timetable year that the path is cancelled. This amount is remitted if the railway undertaking cancels less than 1% of its allocated paths.

Unused capacity
Regular failure to use the agreed capacity in paths (or parts thereof) for passenger transport is assumed if in the first seven weeks after commencement of the timetable, less than 80%, calculated in train kilometres per train number on all combined traffic days, is used of a train path agreed as part of the timetable request. In that case, each train kilometre falling short of the 80% use of the path is subject to a reservation charge calculated on the basis of the user charge applicable to the standard weight of the train type. Failure to use the path due to causes attributable to ProRail, fluctuations in market circumstances, public holidays, etc., are deemed to be processed in the percentage of 80%, whereby no reservation charge is owed for unused paths between 80% and 100%. This reservation charge is without prejudice of the right of ProRail to reclaim unused capacity pursuant to Chapter 4.6.

6.4.2.2 Passenger transport – stabling

If cancellation causes the user charge to drop below 25% of the user charge calculated on the originally allocated capacity on that track, the remaining part of the 25% user charge is applied as a reservation charge. Settlement takes place per track. No settlement with other tracks is possible.

6.4.2.3 Freight transport- train path

Cancellation
As regards train paths for freight transport that are requested and allocated as part of the 2020 timetable request, and which are subsequently cancelled at least 30 days before the first running day of the timetable, ProRail will levy a reserve charge in the form of a malus of € 10 per path cancelled. This amount is remitted if the railway undertaking cancels less than 20% of its allocated paths via the first change sheet during the timetabling process.

Unused capacity
If a titleholder uses less than 50 percent of a titleholder's allocated capacity for freight transport in the timetable and change sheets during a period of 1 month, this applies as a case of 'regular failure' to use the agreed capacity. For the procedure, see Chapter 4.6. The railway undertaking is given an opportunity to explain the reason for the unused capacity.

For each cancelled allocated train path and related running day, ProRail will charge the railway undertaking a malus comprising administration costs of € 10 per cancelled path and accompanying stabling capacity.No administration costs will be charged if the request for cancellation is made by the railway undertaking. Failure to use the path due to causes attributable to ProRail, fluctuations in market circumstances, public holidays and the non-availability of associated rail capacity at rail terminals, transhipment firms, industrial estates or foreign infrastructure managers are deemed to be processed in the percentage of 50%.

Use is made of GTI during the traffic control phase. A railway undertaking can return a path by either 'waiting-room' and 'cancellation'. This is free of charge. However, if a choice is made for 'check-in' or 'reschedule' (and the path is not returned before the time of departure), the path is charged at the standard weight of the running characteristic of the train for which the path was requested.

Table 6.9 Reservation charge for cancelled and unused capacity

Time of cancellation or failure to use	Malus
After planned departure	€ 0 of train path price*
< 24 hours before departure	€ 0
Between 24 hours and 4 days	€ 0
Between 5 days and 30 days	€ 0
Between 31 days and 60 days	€ 10**
> 60 days	€ 10**

* See applicable text in this chapter.
** If ordered in annual timetable and only if more than 20% of the allocated paths are cancelled.

6.4.2.4 Freight transport - stabling

If cancellation causes the user charge to drop below 25% of the user charge calculated on the originally allocated capacity on that track, the remaining part of the 25% user charge is applied as a reservation charge. Calculation takes place over all tracks together.

6.4.3 Reduction fee for framework agreements

ProRail does not offer framework agreements.

6.4.4 ERTMS discounts

ProRail offers no discount on the user charge for the application of ERTMS in trains.

6.4.5 Silent rolling stock discount

The railway undertaking making use of retrofitted freight wagons in the sense of Chapter 6.4.5.1, is also entitled to the scheme applicable to silent freight trains in the sense of Chapter 6.4.5.2. If wagons are converted back to non-silent, the right to the discount lapses. This shall therefore be reported to ProRail.

6.4.5.1 Discount for running retrofitted freight wagons

In accordance with Implementing Regulation (EU) 2015/4299 of March 2015, ProRail offers railway undertakings a discount on the user charge for running retrofitted freight wagons with reduced noise emission. The discount on the user charge is € 0.0035 per axle kilometre run with retrofitted freight wagons. The level of the bonus will be published each year in the Network Statement. Once the maximum adjustment costs of € 4,800 have been reached, ProRail will in accordance with Article 4(6) (EU) 2015/429 decide to terminate the bonus scheme. Railway undertakings shall register participating wagons with ProRail in advance, stating wagon numbers and accompanied by proof of retrofitting.

Retrofitted freight wagons are defined as: rolling stock permanently retrofitted with a silent braking system in accordance with TSI Noise[82].

The discount is settled through the user charge invoice. The railway undertaking will provide the information required to determine the discount, namely: wagons registered in advance, number of axles per wagon, braking system type and date of retrofitting. If a wagon is included in the Silent Wagon Database (SWDB), ProRail grants the discount on the basis of the data recorded in SWDB. Data on retrofitted freight wagons can be submitted via the Single-Entry-Point (SEP). ProRail automatically includes vehicles that are recorded in the SWDB in this scheme. ProRail can perform random checks on retrofitting and the number of axles.

82 Regulation (EU) No. 1304/2014 of 26 November 2014 on the technical specification for interoperability relating to the subsystem 'rolling stock - noise'.

6.4.5.2 Discount for running silent freight train

In accordance with Article 5 of the Implementing Regulation (EU) 2015/4299 of March 2015, ProRail offers railway undertakings a discount on the user charge for running silent freight trains with reduced noise emission. The discount on the user charge is € 0.00175 per wagon kilometre of a silent wagon run with a silent train. Railway undertakings shall register participating wagons with ProRail in advance, stating wagon numbers and accompanied by proof of retrofitting.

The train will in accordance with Article 2(6) (EU) 2015/429 comply with the requirement of 'silent freight train' if the train is composed of at least 90% of silent wagons.

The discount is settled through the user charge invoice.The railway undertaking will provide the information required to determine the discount, namely: wagons registered in advance, number of axles per wagon, braking system type and date of retrofitting.[83] If a wagon is included in the Silent Wagon Database (SWDB), ProRail grants the discount on the basis of the data recorded in SWDB. Data on retrofitted freight wagons can be submitted via the Single-Entry-Point (SEP). ProRail automatically includes vehicles that are recorded in the SWDB in this scheme. ProRail can perform random checks of silent trains.

In accordance with Article 5(3) of Implementing Regulation (EU) 2015/429, the discount on the user charge for silent trains is maximised at 50% of the total value of bonuses applicable to retrofitted wagons.

Trains that consist entirely of new silent wagons will receive a bonus of € 0.00175 per axle kilometre.

6.5 Performance scheme

The added value of the performance scheme is such that it:[84]

- leads to better punctuality and utilisation of railway capacity;
- leads to the use of less onerous rolling stock for the railway infrastructure, or
- encourages the use of the Betuweroute for the transport of dangerous goods.

The performance scheme ProRail offers is included in Appendix 26.

Complaints about the implementation of the performance scheme agreed in the Access Agreement will be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes, as included in Appendix 26.

Regulation to be agreed upon

► ProRail offers reach agreement on performance schemes in the Access Agreement. ◄

6.6 Changes to charges

6.6.1 Charge scheme 2020

If ProRail wishes to change (parts of) the charge schemes described in this Network Statement (with the exception of the charge for the basic access package and the extra levy tariff), ProRail will submit the draft of the amended scheme tothe titleholders for consultation. The changed scheme goes into effect at least three months after it has been announced in a supplement to the Network Statement.

ProRail can make changes on the grounds of indexation according to the consumer price index (CPI) as stated in the central economic plan of the CPB (Netherlands Bureau for Economic Policy Analysis). Such a change goes into effect at least one month after having been announced in a supplement to the Network Statement.

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83 If the railway undertaking has wagons, which in accordance with Article 1(2) (EU) 2015/429 are not covered by the implementing regulation, the railway undertaking will also register these in advance so that they can be deducted from the side and train discount.

84 Article 11i(2) Implementation Directive 2012/34/EU on establishing a single European railway area.

6.6.2 Expected changes to charge schemes

6.6.2.1 Multi-year charges and bandwidth indicator

The charges for the basic access package as described in Chapter 6.3.1 and for the transfer and stabling services as described in Chapter 6.3.2.1 and 6.3.2.2 are calculated for a period of three years. This means that the charges for these services will also apply for the timetable years 2021 and 2022. The same applies to the extra levy as described in Chapter 6.3.6. For the purpose of applying the charges in these years, the tariffs will be indexed to the price level of the timetable years concerned. The way in which these tariffs are indexed is described in detail in the allocation methods relating to these services.[85]

These documents also describe under which conditions the charges calculated for 2021 and 2022 as published in this Network Statement will deviated from and the charges will be recalculated. In any case, the charges for future years will be recalculated if the outcome of indicators specified in the allocation methods deviate outside a certain range from the value of these indicators as established in the original calculation of the charges for the period 2020 to 2022. The original values of these indicators are:

- Indicator basic access package: 1.59
- Indicator transfer service: 1.91
- Indicator stabling service: 0.0368

6.6.2.2 Decisions ACM, appeal procedures

The charge schemes in the Network Statement can be changed pursuant to decisions taken by the ACM following requests regarding those charges based on Section 71(1) Railways Act or pursuant to a decision on an appeal lodged against earlier decisions by ACM with respect to charges.

The charges for the basic access package are calculated on the basis of the 'Method for allocating costs to the basic access package 2017' as approved by the ACM dated04/12/2018. The extra levy tariff is based on the 'Market-can-bear test 2020 - 2024' and the 'Method of allocation of extra levy 2018' dated 22/08/202018. At the time of publication of this draft Network Statement 2020 an appeal has been made by interested parties against the decisions of the ACM with respect to these documents.

6.7 Billing

ProRail invoices the charges per calendar month after the end of the month concerned.

In connection with the coronavirus and its effects on railway undertakings, ProRail has decided to temporarily extend the payment period for the user charge. Contrary to Article 24(1) and (2) of the General Terms and Conditions 2020, accompanying the Network Statement 2020, a payment term of a maximum of 90 days after receipt of the invoice instead of 30 days shall apply for the period February to August 2020 inclusive. This change only concerns the charges for service packages 1 and 2 and the charge for the ECA service. The payment term for package 4 services remains unchanged.

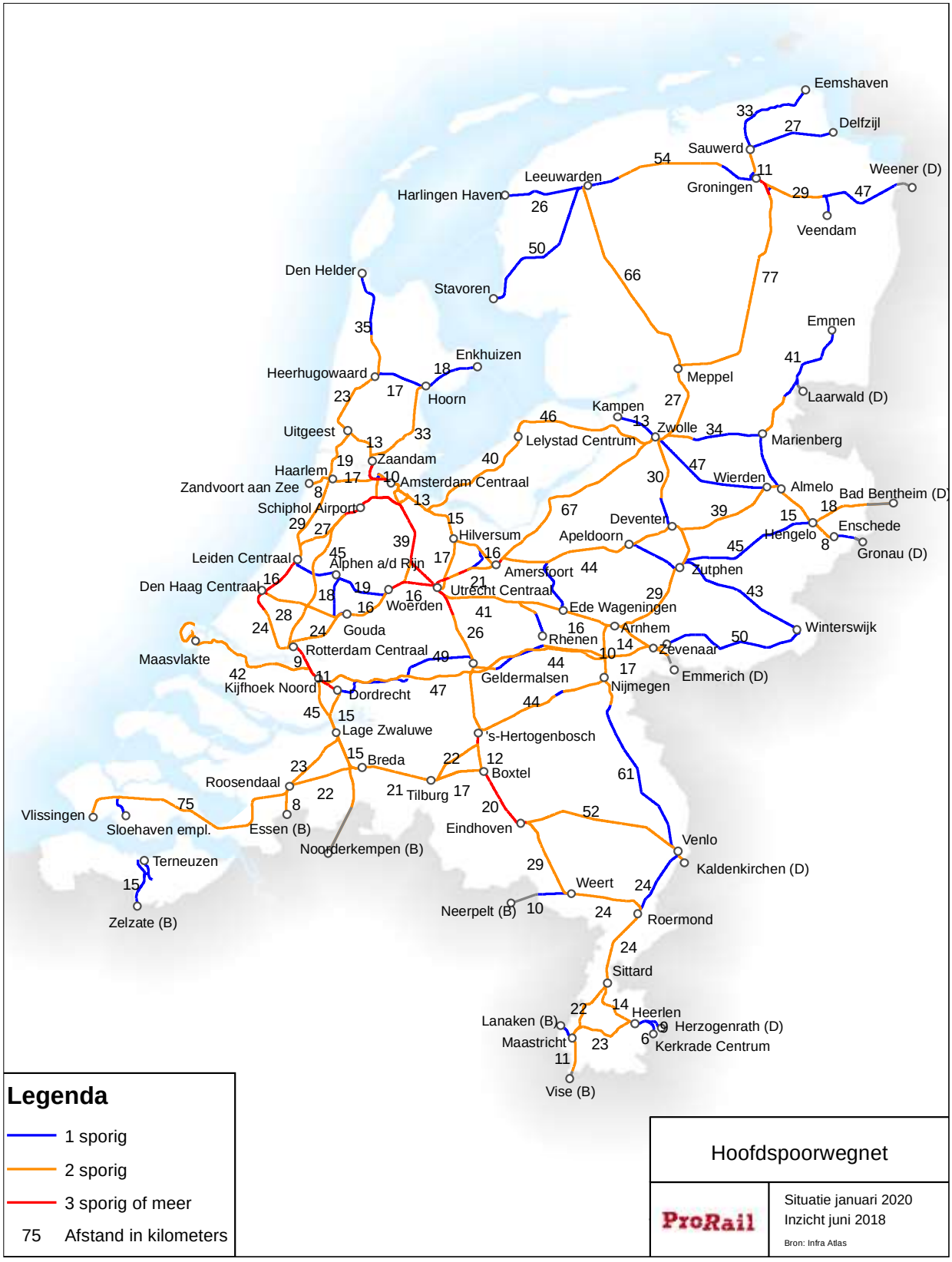
[85] 'Method for allocation of costs to the basic access package 2017' dated 20/11/2018, the 'Method for allocation of transfer' dated 22/08/2018, the 'Method for allocation of stabling' dated 22/08/2018 and the 'Method for allocation of tariff' dated07/12/2018.

Payment for the information services insofar as not included in the charge for the basic access package takes place in the first quarter of the year. In the event of an interim provision of an information service, invoicing takes place immediately after the service has been provided.

ProRail may, in case of reasonable doubt regarding the financial soundness of a titleholder, at all times require a financial guarantee in the sense of Article 23 Paragraph 7 of the General Terms & Conditions. The financial guarantee shall consist of an advance or a bank security as referred to in Implementing Regulation (EU) 2015/10.

ProRail can in case of loss handling demand security to the amount of the estimated loss amount.

Appendix 1 General overview map of network configuration (Chapter 3.2.1)



Supplementary to the railways stated on the overview map shown on the previous page, the railways below are designated as part of the main railway network.[86]

- Velperbroek Aansluiting – Arnhem Goederenstation
- IJsselbrug Westzijde – Arnhem Goederenstation
- Nootdorp Aansluiting – Leidschendam Werkplaats
- Amersfoort – Leusden
- Amsterdam Singelgracht Aansluiting – Amsterdam Westhaven
- Amsterdam Sloterdijk – Amsterdam Westhaven
- Apeldoorn – Apeldoorn Zuid
- Lage Zwaluwe – Oosterhout
- Lage Zwaluwe – Moerdijk
- Sittard – Born

The main siding lines listed below form part of the main railway network.[87]

Location	Name main siding line
Haven van Rotterdam	Waalhaven
Haven van Rotterdam	Eemhaven
Haven van Rotterdam	Pernis
Haven van Rotterdam	Botlek
Haven van Rotterdam	Europoort
Haven van Rotterdam	Maasvlakte
Haven van Amsterdam	Westelijk Havengebied
Haven van Amsterdam	Hemhaven
Haven van Amsterdam	Houtrakpolder
Moerdijk	Industrieschap
Utrecht	Industrieterrein Lage Weide
Delfzijl	stamlijn Havenschap
Dordrecht	Zeehaven
Dordrecht	Industrieterrein De Staart
Maastricht	Beatrixhaven
Roodeschool	Eemshaven
Vlissingen	Sloehaven
Zwijndrecht	Groote Lindt
Oosterhout	Industrieterrein Weststad
Roosendaal	Industrieterrein
Alphen aan den Rijn	Industrieterrein Rijnhaven
Born	Franciscushaven
Axel	Axelse Vlakte
Venlo	Tradeport
Almelo	Dollegoor
Almelo	Bedrijvenpark Twente
Arnhem	gemeentelijke stamlijn
Oss	Elzenburg

86 Appendix 1 and Appendix 2 Section a Railways Allocation Decree
87 Appendix 2 Section b Railways Allocation Decree

Appendix 2 Glossary

<table>
<tr><th>Term</th><th>Definition</th></tr>
<tr><td>Access Agreement</td><td>An Access Agreement is an agreement concluded between ProRail and a titleholder on the use of capacity, which at least contains provisions on:
a. The quality of the main railway infrastructure to be provided by ProRail.
b. The user charges.

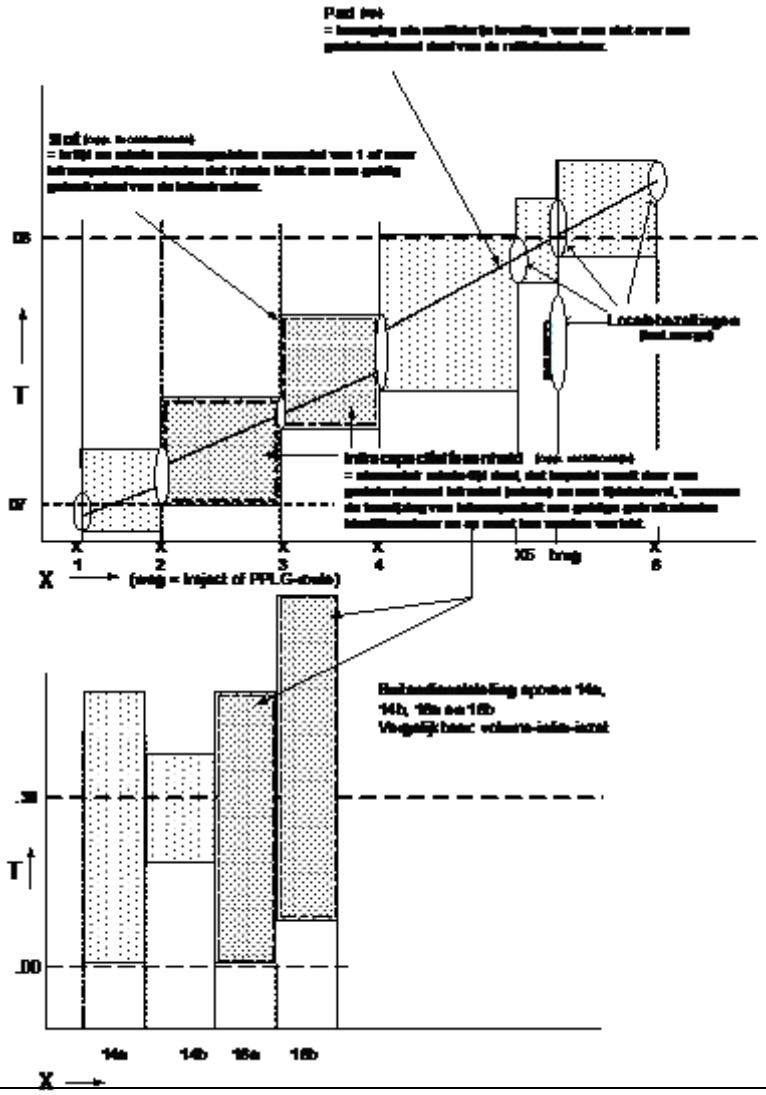
Notes:
See Section 59 Railways Act.
See also: Capacity Agreement.</td></tr>
<tr><td>Ad-hoc application</td><td>Application for capacity for infrastructure for transport and management, as well as for the handling of disruptions in the form of changes to the capacity allocation for the annual timetable.

Notes:
These are supplements to the capacity allocation as laid down in the timetable.</td></tr>
<tr><td>Axle load</td><td>Axle load is the weight (in tons) per axle of a railway vehicle, incl. load.</td></tr>
<tr><td>Betuweroute</td><td>The Betuweroute concerns:
• The Maasvlakte – Kijfhoek – Zevenaar railway line including the connected railway yards.
• This includes the Feijenoord and IJsselmonde railway yards and the tracks that connect those railway yards to the aforementioned railway line.
• This includes the main private siding lines (secondary railways) connected to the aforementioned railway yards.
The boundaries of the tracks connected parts of the Betuweroute with the combined network are located at the points stated in the table below.
<table>
<tr><th>Location</th><th>line-ID</th><th colspan="2">in connection</th><th>point</th></tr>
<tr><td>IJsselmonde</td><td>EF</td><td>Brdv</td><td>Rtst</td><td>km 42.000</td></tr>
<tr><td></td><td>ps 135 - ps 911A</td><td>Brdv</td><td>Rtst</td><td>between ps 135 and the intersection with the line between ps 903 and ps 907B</td></tr>
<tr><td></td><td>267e</td><td>Rtz</td><td>IJsm</td><td>signal 960</td></tr>
<tr><td></td><td>266c</td><td>Rtz</td><td>IJsm</td><td>signal 962</td></tr>
<tr><td>Zwijndrecht</td><td>57</td><td>Zwd</td><td>Kfh</td><td>km 33.700</td></tr>
<tr><td></td><td>67</td><td>Kfhz</td><td>Zwd</td><td>signal 1380</td></tr>
<tr><td></td><td>68</td><td>Kfhz</td><td>Zwd</td><td>signal 1382</td></tr>
<tr><td></td><td>69</td><td>Kfhz</td><td>Zwd</td><td>signal 1384</td></tr>
<tr><td>Meteren</td><td>CC</td><td>BRMet</td><td>Gdm</td><td>km 147.000</td></tr>
<tr><td></td><td>DD</td><td>Gdm</td><td>BRMet</td><td>km 247.000</td></tr>
<tr><td></td><td>EE</td><td>BRMet</td><td>Zbm</td><td>km 346.600</td></tr>
<tr><td></td><td>FF</td><td>Zbm</td><td>BRMet</td><td>km 346.600</td></tr>
<tr><td>Elst</td><td>KK</td><td>CUP</td><td>Nm</td><td>km 290.000</td></tr>
<tr><td></td><td>HH</td><td>CUP</td><td>Est</td><td>km 190.000</td></tr>
<tr><td></td><td>GG</td><td>Est</td><td>CUP</td><td>km 190.000</td></tr>
<tr><td>Zevenaar</td><td>ZN</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr>
<tr><td></td><td>ZM</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr>
<tr><td></td><td>KL</td><td>Zv</td><td>BRValo</td><td>km 107.200</td></tr>
</table></td></tr>
</table>

Term	Definition
Capacity Agreement	A capacity agreement is an access agreement only laying down the capacity to which the titleholder has a right, without giving any right to access and use of the railway infrastructure. *Notes:* A capacity agreement can be concluded with a party that is authorised by law to conclude an Access Agreement (e.g. a province granting transport concessions, or a shipper), but which does not have an operating licence.
Centrally controlled area	A centrally controlled area is an area within the railway network in which the relationship between route control and track occupation, as well as the operation of individual infrastructural elements and route control can be monitored from a central location.
Combined Network	The Combined Network comprises the railway infrastructure managed by ProRail with the exception of the Betuweroute.
Cross-over	A cross-over is a facility to switch tracks on an open track by means of (at least two sets of) points. *Notes:* An example of a crossover is the Infrastructural Facility for Maintenance, which is treated as a train-path point in the scheduling process.
Dangerous goods	Dangerous goods are substances that by virtue of their properties can, even in small quantities, constitute a hazard for humans, animals or the environment, as referred to in the Carriage of Dangerous Goods Act.
Defect	A functionality of the railway infrastructure that is not working (properly).
Disruption	A disruption is a deviation from the timetable above a set standard value. Three types of disruptions can be distinguished: 1. Delays equal to or larger than the operating incident standard. 2. Cancellation for which no normal train service order has been submitted. 3. Diversion for which no normal train service order has been submitted. *Notes:* See Section 26 Paragraph 3 Rail Traffic Decree
Effective platform length	The maximum uninterrupted link for the platform along which a train must stop under normal circumstances for the boarding and alighting of passengers, taking an appropriate stop tolerance into account. Normal operations means the absence of interrupted operations (namely normal radiation, functioning signals, all systems function properly).
ERTMS	ERTMS is the European standardised safety system for train traffic. *Notes:* See also ETCS and GSM-R ERTMS comprises 3 levels 1. Point-to-point train safety system with fixed blocks, and conventional train detection. This is practically identical to ATC-NG in terms of functionality. 2. Cabin signalling based on radio-communication, conventional train detection, fixed blocks. 3. Cabin signalling based on radio-communication, the train reports its own position, fixed or moving blocks.
ETCS	ETCS is an integral part of ERTMS and concerns the signalling, both along the track and in the cabin.
Exceptional Transport	Exceptional transport is the transport of a consignment whose dimensions, weight or wagon type call for exceptional technical or operational measures. Transport regulations are a precondition for exceptional transport. Besides general qualification 'Extraordinary Transport (BV)', the most important subcategories are the following: BP = out of gauge transport ZWV = heavy transport
Freight corridor	A freight corridor is a series of EU-designated route sections located on the territory of multiple Member States designed to advance more efficient freight transport by rail.

Term	Definition
GSM-R	GSM-R is the wireless telecommunications network for the rail sector. *Note:* GSM-R is used as a communication medium for both voice (driver and signalman) and data (between the track-side over and train safety systems) but also for other rail-related voice and data communication needs.
KPI	A KPI (Key Performance Indicator) is a variable used to analyse a specific operational performance. It is a management instrument.
Locally controlled area	A locally controlled area is an area of the railway network, within which the operation of individual infrastructural elements and route control take place under the supervision of a traffic controller with minimum authority.
Macro topology	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches. This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of ‘open track’.
Main siding line	A main siding line is a branch line that serves to connect multiple sidings in a port or industrial zone to the railway network.
Network configuration	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches.This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of ‘open track’.
Node	A node is a train path point or a collection of (adjoining) train path points within which several logistics and planning processes of a train service are concentrated and handled. Three types of nodes can be distinguished: • Infrastructural node: process = scheduling, allocation and release of infrastructure. An infrastructural node point is also a node point where at least three open tracks converge. • Train node: process = scheduling and performance of vehicle movements and shunting. • Personnel node point: process = scheduling and control of personnel services.
Open track	An open track is an area that connects two train-path points or two primary process line areas. *Notes* An open track does not have any exits for running trains. There are no points controllable by the process manager. An open track consists of one or more open lines. There are two views of open track (see also ‘Macro topology’): • The PPLG view: here the primary process line areas are the nodes, and the open track, an interconnecting pipeline without exit option. • The train path point view: recognises more nodes than the PPLG view. Here, the train path points are the nodes, thus creating a more finely meshed network.
Path	A train path is a feasible movement assigned to a train slot. According to Directive 2012/14/EU, a train path is: the infrastructure capacity to run a train between two places over a given time-period.
Performance scheme	An agreement concerning the reciprocal performance of the infrastructure manager and the railway undertaking, which may include a charging system.

Term	Definition
Platform track	Track alongside the platform. **Track** A track is an uninterrupted, named part of a railway branch, clearly delimited by the applicable railway boundaries and intended as a place to or from which a movement is to take place, or as a location for the stabling of rolling stock. **Platform** A raised area along the track at a station or stop intended for the boarding and alighting of passengers and/or the (un)loading of goods..
Private passenger transport	Private passenger transport is the transport of passengers by train, other than public transport in the sense of the Passenger Transport Act.
Railway undertaking	According to the Railways Act: a railway undertaking is an undertaking of which the (primary) activity concerns the provision of rail transport services for goods or passengers and which has the necessary traction to provide those services, as well as any other undertaking that makes use of or intends to make use of the railways and has access to traction. *Synonym:* Transport operator.
Railway yard	A railway yard is an area forming part of the railway infrastructure intended and equipped for the stopping, starting, terminating, passing, intersecting, stabling or shunting of trains, and which area is provided with at least one switch. Sections 39 and 40 of the Rail Traffic Regulations define a railway yard as follows. a. All tracks designated by a number. b. The rail sections of the track lead. c. All tracks bordering the tracks as referred to under a and b, up to a maximum distance of 200 metres* before the approach signal of the railway yard, unless the network manager has indicated by means of a sign (SR 302) that no shunting can take place on that track or that shunting restrictions apply. Appendix 7 to the Rail Traffic Regulations lists the railway yards for which a distance greater than 200m is required.
Refuelling system	A system for the storage of fuel, including facilities to provide railway vehicles with fuel in an environmentally sound manner. *Notes:* In accordance with the Environmental Permit / Environmental Permit (General Conditions) Act.
RNE	RailNetEurope is a collaborative group of infrastructure managers throughout Europe. International timetable requests are coordinated and harmonised within RNE. (www.rne.eu)
Route	Connection between two places with regard to the vehicles or vessels that regularly make use of the connection.
Route section	A route section is a succession of connected train-path points and open tracks, starting and ending at a train-path point.
Service facility	The facility, including site, building and equipment, which is fitted out in full or part for the provision of one or more services as referred to in Directive 2012/34/EU, Annex II, points 2 to 4.
Shunting	Shunting is the performance of shunting operations. Rail Traffic Decree: Shunting: All traffic movements of trains (or railway vehicles) taking place at a railway yard. **Shunting operation** A shunting operation is a train movement without transport intent, subject to the restriction that such takes place within the boundaries of a railway yard or train node point without making any use of an open track.
Siding	A siding connects a company's premises to the railway network by means of a branch line and a point switch.

Term	Definition
Slot	A slot is a set of one or more infrastructure capacity units, connected in time and space, that provides space for a valid infrastructure use purpose of the railway infrastructure. *Explanation* (figure): 
Stabling line	**Stabling line** A stabling line is a track where trains can be stabled. Also called railway siding. **Stabling** Stabling is the temporary placement of rolling stock that during the stationary period are not included in the timetable or involved in shunting.
Station	A station is a building or structure that is designated by structure and layout in full or in part for the arrival and departure of railway vehicles to enable the boarding, alighting or transfer of passengers.
STM	A Specific Transmission Module (STM) is train equipment, which converts information from a conventional local safety system into information that can be processed by the ETCS. Notes: The STM-ATC is relevant to the Netherlands, the STM-Memor is relevant to the border crossing with Belgium, and the STM-PZB (Punktförmige Zugbeeinflussung) is relevant to Germany.

Term	Definition
Time-space slot	*Synonym: see slot*
Timetable	A timetable is an overview of the scheduled rail traffic products of all transporter operators in terms of the arrival, departure and passage times of trains at train-path points. A timetable always has a specified term of validity. *Note:* A timetable/infrastructure plan means that a plan is made on the "restriction" with which train traffic is regulated for a fixed period. The associated processes and activities to arrive at the plan do not fall under the definition of timetable.
Titleholder	A titleholder, according to the Railways Act, is a natural person or legal entity that is authorised to conclude an Access Agreement with ProRail. See Section 57 Railways Act
Ton metre weight	The ton metre weight is the average weight (in tons) per linear metre of a train.
Track and route section geometry	Track and route section geometry is the location of tracks and route sections expressed in geometrical terms.
Traffic use	Traffic use is the use of the railway infrastructure for traffic purposes. This is contrary to the use of the infrastructure for management purposes. *Notes:* Traffic can be distinguished into running and stationary traffic. Management is the construction, maintenance and renewal of the infrastructure. In the railway sector: • Running use is the running of the train, (dis)embarking, (un)loading and shunting for the composition of trains. • Stationary use concerns the stabling and upkeep of railway vehicles: inspections, replenishment of consumables, internal and external cleaning for hygiene purposes, minor repairs.
Train path	*Synonym:* see path
Traffic control	The ProRail business unit consisting of Traffic Control, Train Operations and Incident Response. Traffic control Organisation of people and systems, which is focused on the: • Allocation and distribution of rail infrastructure capacity in the operational phase; • providing information on this allocation; • evaluating the handling of disruptions; • (re)allocation of rail infrastructure capacity during the control phase at network level (timetable and infrastructure withdrawals); • being the point of contact and counter for transport operators and asset management during the adjustment phase at network level. Train Operations Organisation of people and systems, which is focused on the: • Ensuring railway safety; • release of infrastructure capacity to railway undertakings; • in the event of a difference between requested and available routes, redefine the process plan for routes and provide information on this; • take the appropriate measures in the event of an emergency and then report the emergency. Incident Response Organisation of people and systems, which is focused on the: • preventing, evaluating and dealing with calamities on or around the track.
Train slot	A train slot is a successive set of one or more infrastructural capacity units, which facilitate valid use of the railway infrastructure.
Transport	The use of capacity for the actual transport of passengers or freight.

Term	Definition
User charge	The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. A user charge consists of the following elements: 1. the charge for the basic access package (Category 1 services88), possibly supplemented by a charge as referred to in Article 62(2) and 6(a)[89] and (b)[90] of the Railways Act; 2. the compensation for Category 2, 3 and 4 services (insofar as they are offered by ProRail)[91]; levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d)[92],(f) and (g) of the Railways Act.
User restriction	A user restriction is a deviation from the normal utility value of the rail infrastructure. For example: • temporary speed restrictions (TSR) • access norms and transport regulations • track exclusion • point switch exclusion • load restrictions • current take-up restrictions • environmental permit restriction • transport restrictions • noise restrictions
VPT system	This is an information & communication system that supports the scheduling, operation and intervention of the train service.
Wrong Track	Wrong Track entails the use of a driving direction for which a track is not equipped and no safety system is installed.

Abbreviation	Meaning
ACM	Consumer & Market Authority
ATC	Automatic Train Control
ATC-e	Automatic Train Control-basic
ATC-EG	Automatic Train Control first generation
ATC-NG	Automatic Train Control new generation
ATC-Vv	Automatic Train Control improved version
BP	Out-of-gauge loads
BV	Exceptional transport
Buta	Urgent capacity request
CCA	Centrally controlled area
CER	Community of European Railway and Infrastructure Companies
CIEBR	Coöperatieve Inkoopvereniging Elektriciteit Betuweroute U.A.
CIT	International Rail Transport Committee
CUI UR	Uniform Rules concerning the Control of Use of Infrastructure in International Rail traffic.
ERTMS	European Rail Traffic Management System
ETCS	European Traffic Control System

88 See Annex II, point 1 of the Directive.
89 See Railway Capacity Allocation Decree.
90 See Implementing Regulation 2015/429 laying down the modalities for the imposition of charges for the costs of noise pollution.
91 See Annex II, points 2, 3 and 4 to the Directive. Category 2 services concern the (access to) service facilities and to the services provided in those facilities, Category 3 services concern supplementary services, category 4 services concern ancillary services.
92 See HSL Levy Decree.

Abbreviation	Meaning
EU	European Union
GSM-R	Global System for Mobile Communications for Railways
GTI	Freight Train Check-in
ILT	Environmental Health and Transport Inspectorate
KPI	Key Performance Indicator
LCA	Locally controlled area
LTSA	Long-Term Rail Agenda
PHS	High Frequency Rail Transport Programme
PPLG	Primary process line area
RIC	International coach regulations
RIV	International wagon regulations
RNE	RailNetEurope
STM	Specific Transmission Module
Transport Inspectorate	Relevant department of the Ministry of Infrastructure and the Environment
TSI	Technical Specification for Interoperability
TSR	Temporary speed restrictions
VIVENS	Cooperative for the purchase and sale of power on the Dutch railway network
W-LIS	Wagon load information system

Appendix 3 Consultation (Chapter 1.7)

ProRail has drawn up the Network Statement 2020 following consultation with the titleholders and other stakeholders involved. The process of consultation on the Network Statement 2020, as well the outcome thereof, are described in this appendix.

Consultation with railway undertakings
Subjects involving changes to the Network Statement have been discussed at consultation tables or in other forms of consultation to which all railway undertakings were invited. The outcome of these consultations, as well as other data intended for updating and improvement of the Network Statement, have been processed in the draft Network Statement 2020.

Start of consultations
The draft Network Statement 2020 was made available on 6 September 2018 to:

- all railway undertakings active at that time on the railway network managed by ProRail,
- all administrative bodies authorised to grant concessions for passenger transport by train,

By email, these titleholders received a newsletter containing a reference to the presentation letter, the draft Network Statement 2020 and a specification of differences between the draft Network Statement 2020 and the Network Statement 2019. This presentation letter is available for consultation on the Logistics Portal of ProRail. In addition, titleholders were invited to a consultation on the draft Network Statement 2020, which was held on 24 September 2018.

Also, parties in the rail freight chain (port companies, shippers, operators, and suchlike) were approached to inform them of the possibility to respond to the draft Network Statement 2020.

Questions and comments by titleholders and stakeholders
Titleholders and stakeholders were given an opportunity until 15 October 2018 to respond in writing to (the changes to) the draft Network Statement 2020. ProRail received substantive comments from Arriva, Connexxion, DB Cargo; NS, Port of Rotterdam, Province of Limburg, RailGood on behalf of freight transport operators and Ruhrtalbahn.

Reaction ProRail
ProRail has drawn up a list of the received questions and comments. Also explained in the list is the consequence attached thereto by ProRail. Some of the received questions and comments led ProRail to make a number of changes to the draft Network Statement 2020. All material changes to the draft Network Statement 2020 are accounted for in the statement.

ProRail has provided all parties who have responded in writing with a statement of questions and comments submitted by titleholders and stakeholders, together with ProRail's response. ProRail will also make the statement available to other titleholders on request.

Appendix 4 General Regulations on the Settlement of Complaints and Disputes (Chapter 1.4.3)

1 General Regulations on the Settlement of Complaints and Disputes

Article 1

1. If any party is of the opinion that the other party is not complying in full with the Access Agreement and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, the party seeking compliance can submit a written complaint to the person or the contracting party that is responsible for compliance with that part of the Access Agreement to which the complaint pertains.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
   Dispute handling at ProRail is carried out at department management level, and as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 2

1. All disputes, with the exception of those referred to in the regulations on capacity allocation disputes, which may ensue from the Access Agreement and which cannot be solved amicably on grounds of Article 1 of these General Regulations on the Settlement of Complaints and Disputes, will be solved in accordance with Article 29 of the General Terms & Conditions to the Access Agreement.
2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the body designated for this purpose in of the General Terms & Conditions.

Article 3

1. If a stakeholder is of the opinion that ProRail has handled it unfairly, discriminated against it or that it has otherwise been disadvantaged in the drafting of the Network Statement, in particular in the handling of the opinion that it has submitted to ProRail in response to the draft of the Network Statement, this stakeholder can submit a complaint in writing to the Management Board of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, ProRail will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily solved when the complainant and ProRail agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 4

1. All disputes concerning the Network Statement, which cannot be solved amicably on grounds of Article 3, can in accordance with Section 71(1) Railways Act be submitted to the ACM.
2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the ACM designated for this purpose in Section 71(1) Railways Act.

2 General Regulations on the Settlement of Complaints and Disputes regarding Station Portfolio

Article 1

1. If any party is of the opinion that the other partyis not complying in full with any agreement concluded with ProRail and/or NS Stations regarding the access to a specific or the delivery of a service by the facility as referred to in Section 18 Implementation Decree Directive 2012/34/EU, and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, the party seeking compliance can submit a written complaint to the person of the contracting party that is responsible for compliance with that part of the agreement to which the complaint pertains.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt. Dispute handling at ProRail and NS Stations is carried out by the management of ProRail and NS Stations, respectively, as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 2

1. If a stakeholder is of the opinion that ProRail and/or NS Stations as treated it unfairly, discriminated against it or that it has otherwise been disadvantaged as regards the making of an offer for access to station facilities and/or the delivery of services, falling under the station portfolio (as referred to in Section 18 Implementation Decree Directive 2012/34/EU), the stakeholder can submit a complaint in writing to the management board of NS Stations and/or the board of directors of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when the stakeholder and the receiving party have agreed on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute if if the other party is notified of such in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 3

1. All disputes regarding the station portfolio as referred to in Section 18 Implementation Decree Directive 2012/34/EU, which may arise further to one or more agreements concluded between the railway undertaking and NS Stations or the Access Agreement concluded with ProRail, which concern the services offered in the stations portfolio will be submitted to the competent civil court of Rotterdam if these disputes cannot be settled aamicably between the parties or by a committee to be appointed by the parties in which each party appoints an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties, except if the parties have concluded a (rental) agreement providing for another matter of dispute resolution.
2. In deviation of the provisions of the previous paragraph, the parties to an agreement concluded with NS Stations or an Access Agreement concluded with ProRail can further determine that the disputes referred to in this paragraph will be resolved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
3. These dispute regulations are without prejudice to Article 71 Railways Act.

Appendix 5 Model Access Agreement and General Terms & Conditions (Chapter 2.3.1)

1 Model Access Agreement

The model Access Agreement 2020 reflects the services stated in the Network Statement that are provided by ProRail. The model Access Agreement 2020 is, from 1 July 2019, available in two versions on the website of ProRail:

- A model Access Agreement 2020 to be concluded between ProRail and titleholders that qualify as railway undertakings.
- A model Access Agreement 2020 (hereinafter called 'model Capacity Agreement 2020') to be concluded between ProRail and titleholders that do not qualify as railway undertakings.

2 General Terms & Conditions

Contents

General Terms & Conditions Access Agreement ProRail 2020 (version 1 July 2019)

Title I. General Terms & Conditions

Article 1 Definitions

The definitions below are used in these General Terms & Conditions.

1. (Supplementary) service licence: the licence as referred to in Section 36(3) or (5) Railways Act.
2. General Terms & Conditions: these general terms and conditions.
3. Company performance data: the values acquired by a party within the performance of the Access Agreement with regard to reliability, availability, operational quality, safety, health and the environmental impact of processes and systems of the other party.
4. Operating Licence: the licence as referred to in Section 28 Railways Act.
5. Handling costs: extra office and communication costs, administrative costs involved in handling the loss event, costs of replanning the operational activities and the costs of additional personnel required during the period that the loss event hampers normal operational activities.
6. Network manager: the holder of a concession as referred to in Section 16(1) Railways Act.
7. Concession: the concession as referred to in Section 16(1) Railways Act.
8. CUI: Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI – Appendix E to the Convention concerning International Carriage by Rail (COTIF), Treaty Series 277 2011 dated 28 December 2011), as applicable.
9. Third party: any natural person and/or legal entity other than the network manager, the railway undertaking or their auxiliary staff.
10. User charge: the charge as referred to in Section 62(1) Railways Act.
11. Titleholder: a titleholder as referred to in Section 57 Railways Act, being the contracting party of the network manager to the Access Agreement.
12. Auxiliary staff: the subordinate or other natural person and/or legal entity, whose services are engaged by the titleholder or the network manager in the sense of Book 6 Dutch Civil Code.
13. Admission Certificate: the certificate as referred to in Section 36(4) Railways Act, as applicable on 19 July 2008.
14. Network Statement: the applicable network statement as referred to in Section 58 Railways Act, including the Supplements to the Network Statement that have been announced up to and including the day before the signing of the Access Agreement.
15. Information services: information services forming part of the basic access package as well as information services as referred to in Chapter 5.5.2 of the Network Statement.
16. Operational Conditions: the operational conditions as included in Appendix B of the Access Agreement.
17. Party: the network manager or the titleholder.
18. Parties: the network manager and the titleholder.
19. Test Certificate: the certificate as referred to in Section 34 Railways Act.
20. Loss event: an event or series of events, resulting in loss, following on from one and the same cause.
21. Railway vehicle: a vehicle intended for traffic on the railways.
22. Railways: the railways and accompanying railway infrastructure as referred to in Section 1c Railways Act, the management of which has been assigned to the network manager, as well as other infrastructural facilities managed by the network manager, as described in Chapter 3.2.1. of the Network Statement.
23. Railway undertaking: the titleholder insofar as acting as a railway undertaking as referred to in Section 1 Railways Act.
24. Railways Act: Act of 23 April 2003, containing new general rules regarding the construction, management, accessibility and use of railways, as well as traffic on the railways (Bulletin of Acts and Decrees 2003, 264) as applicable.
25. Access Agreement: the agreement, including the appendices thereto, as referred to in Section 59 Railways Act.
26. Attributable: loss due to fault or a cause that under law, regulations or custom is for the risk and account of the party causing the loss.
27. Safety Certificate: the certificate as referred to in Section 32 Railways Act.
28. Vehicle licence: licence as referred to in Section 26k Railways Act.
29. Passenger Transport Act 2000: Act of 6 July 2000, laying down new rules for public transport, private bus transport and taxi transport (Bulletin of Acts and Decrees 2000, 314) as applicable.

Article 2 Access Agreement, General Terms & Conditions and Operational Conditions

1. The contractual legal relationship between the parties concerning the access to and use of the railways is laid down in writing in the Access Agreement, the General Terms & Conditions and the Operational Conditions.

2. Supplements and/or changes to the General Terms & Conditions and/or the Operational Conditions agreed by the parties are binding only if determined in writing in the Access Agreement.
3. The persons appointed as contract manager on behalf of the titleholder and the network manager will be specified in the Access Agreement. The parties may in the Access Agreement also appoint categories of officials who are authorised to implement the Access Agreement on their behalf.
4. The Access Agreement may also include further regulations on the handling of complaints about operational matters.
5. If and insofar as a titleholder, under the terms of a contract concluded with the network manager, acts as auxiliary staff of the network manager in performance of the Concession granted to the network manager, and damage is caused to a decommissioned section of the railways and/or the decommissioned section of the railways is not available to the titleholder and/or damage is caused to the titleholder by making use of the decommissioned section of the railways, the liability provisions of the aforementioned agreement applies to said damage and/or unavailability, with exclusion of the liability provisions of the Access Agreement, the General Terms & Conditions and the Operational Conditions.

Article 3 Change procedure Access Agreement, Operational Conditions and/or General Terms & Conditions

1. A request to change the Access Agreement, Operational Conditions and/or General Terms & Conditions, which request for change does not ensue from statutory measures or a ruling by a court of law or arbitration board, shall be submitted in writing and will in any event include a description of the proposed change(s) and the resulting consequence(s) in terms of the rights and obligations of the parties. The network manager will in every case evaluate whether the changes proposed by the titleholder are non-discriminatory towards other titleholders.
2. The parties will do their utmost to reach agreement on a proposed change within thirty calendar days of receipt of a change proposal.
3. Changes to the Access Agreement, Operational Conditions and/or General Terms & Conditions can only be made in the form of a written supplement to the Access Agreement signed by the parties.
4. If changes are to be made to the General Terms & Conditions, Operational Conditions and/or the Access Agreement by force of statutory measures, the Concession or a ruling by a court of law or arbitration board, the network manager, if given the opportunity to do so, will consult with the relevant authority, put up a defence in the court or arbitral procedure, and make every effort to prevent or limit any negative consequences for the parties. In such a case, the network manager will inform the titleholder in writing with inclusion of a proposal for change. The network manager will make this proposal with due consideration for the reasonable interests of the titleholder and make every effort to prevent or limit any negative consequences for the titleholder. If the titleholder does not agree to the proposed change, the network manager will nevertheless be entitled to adopt the proposed change unilaterally.
5. In urgent cases, whereby the provisions of the previous paragraph are applicable, the change proposal and consultation as set out in this paragraph may be omitted.

Article 4 Nullification of provisions

In case of a legally irreversible nullification by the competent authority of one or more provisions of the Access Agreement, the General Terms & Conditions or the Operational Conditions, these provisions will be replaced by provisions that reflect as much as possible the original intention of the parties. Nullification of one or more provisions will not affect the validity of the other provisions.

Title II. Information and confidentiality

Article 5 Provision of information

1. The parties will notify one another of every incident that could hinder fulfilment of the essential obligations of the Access Agreement, which will in any event include every relevant change, suspension and withdrawal of the Concession of the network manager, or of the Safety Certificate and/or Operating Licence of the railway undertaking.
2. The parties will in the Access Agreement agree on the manner (including the time and frequency) in which the railway undertaking will provide the information as referred to in Chapter 2.9 of the Network Statement, and specify all other information that they will exchange with one another within the performance of their relationship.
3. The parties will inform one another promptly if they have any information other than referred to in the previous paragraph, of which they know or should in all reasonableness realise that the titleholder or the network manager requires this information for the proper performance of the Access Agreement. This obligation in any case pertains to all relevant safety information as referred to in Article 4 of Regulation (EU) No. 1078/202012.

4. If one of the parties incurs a loss as a result of the actions of a third party or auxiliary staff, the parties will, if such is possible and can reasonably be expected, assist one another in determining the identity of the third party or auxiliary staff in question.
5. The titleholder will, at no expense, provide the network manager with information required by the network manager for the purposes below.
   a. To draw up a draft noise map as referred to in Article 7 of Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise (*OJEU* 2002 L 189) with regard to the noise load caused by the main railway network.
   b. To comply with the obligations resting on the Netherlands pursuant to Regulation (EC) no. 91/202003 of the European Parliament and of the Council of 16 December 2002 with regard to rail transport statistics (*OJEU* 2003 L 189)
   c. To draw up the compliance report on noise production limits as referred to in Section 11.22 Environmental Management Act.
6. The parties ensure that personal data, which are provided in implementation of the Access Agreement, are only processed in accordance with relevant laws and regulations, including (but not limited to) the (U)GDPR.

Article 6 Confidentiality

1. Conditions of confidentiality
   a. The parties will observe confidentiality regarding all data that according to the provisions of this article are classified as confidential.
   b. Classified as confidential are the Access Agreement, information that the parties provide one another within the performance of the Access Agreement, as well as information that is classified as confidential pursuant to the provisions of this article or at the explicit instruction of the provider.
   c. The parties will take appropriate measures to protect confidential information contained in their information systems.
   d. Information that falls under the confidentiality provisions of this article can without the permission of the other party or a titleholder be released to and used by a third party if so prescribed by law or a court order.
   e. The parties will impose on their auxiliary staff an obligation to comply with the duty of confidentiality applicable between the parties.
   f. The obligations under this article remain in force on termination of the Access Agreement.

2. Provisions regarding the confidentiality of information exchanged between the parties
   a. The parties will exclusively use the information exchanged between them within the context of the performance of the Access Agreement for the purposes for which it is provided and will not release said information to third parties without the permission of the other party, except in the cases provided for by this article.

3. Provisions regarding the confidentiality of information concerning the other party that is available to the parties
   a. The parties will treat company performance data as confidential information and not release such to third parties without the permission of the other party, except in the cases provided for by this article.
   b. The network manager is authorised to grant other titleholders who have accepted these General Terms & Conditions, as well as network managers of connected railway networks access to information about the capacity requested by the titleholder, on condition that they handle such information as confidential.
   c. The network manager is authorised to release information about the capacity allocated to a titleholder and about the current train service of the railway undertaking as confidential information to the other railway undertakings who have accepted these General Terms & Conditions, as well as to network managers of connected railway networks.
   d. The network manager is entitled to release the timetable data, train run data and the passenger train forecast in TSI TAP[93] of the railway undertaking to railway undertakings, station managers[94] and network managers of connected railway networks for the purpose of travel information services.
   e. The network manager is entitled to make the values of the information and performance indicators, as referred to Article 7 Paragraph 3(a) and (b) of the Concession, available to the concession authorities unless determined otherwise in the Access Agreement or Article 7 Paragraph 5 of the Concession. The network manager is not entitled to provide the concession authorities with the data underlying these values, as this concerns commercially sensitive data and the provider also qualifies this data as confidential in the sense of Article 6 Paragraph 1(b).
   f. The network manager is authorised to provide train flow information to its auxiliary staff, exclusively for use within the framework of the agreement concluded between the network manager and that auxiliary

[93] Regulation (EU) No. 454/2011, *OJEU* 2011, L 123.
[94] As defined in Regulation (EG) No. 1371/2007, *OJEU* 2007, L 315.

staff regarding the performance of work on the management of the railways, insofar as that auxiliary staff requires that information within the context of the work on the management of the railways as assigned by the network manager. Infraspeed Maintenance B.V. is for the application of this article regarded as the auxiliary staff of the network manager.

4. Provisions regarding information about other titleholders (third-party interest)
   a. Titleholders will observe the confidentiality of any information acquired via the information systems of the network manager or consultations organised by the network manager about capacity allocation, train service handling and/or the company performance data of other titleholders. This information may not be used as evidence in legal procedures between the titleholder and other titleholders.
   b. Titleholders accept that information about their capacity requests, capacity allocation, the train service handling and/or company performance data will via the information systems of the network manager become available to network managers of connected railway networks and other titleholders who have accepted these General Terms & Conditions.

Title III. Rights and obligations of the network manager and titleholders

Article 7 Access to and use of the railways by the railway undertaking

1. The titleholder, exclusively if and insofar as authorised to act as railway undertaking, has access to the railways and the right to make use thereof subject to the conditions and in the manner as determined in:
   a. The applicable national and international regulations and the ensuing regulations and rulings by a court of law and/or arbitration board imposed on the network manager.
   b. The Access Agreement.
2. Prior to the signing of the Access Agreement, the railway undertaking will provide the network manager with the documents listed below.
   a. A valid operating licence or comparable document as referred to in Section 30(1) Railways Act.
   b. A valid Safety Certificate or Test Certificate.
   c. Proof of compliance with the provisions of Section 55 Railways Act.

   The railway undertaking will immediately, in any event within 5 days, notify the network manager in writing of any event that restricts or ends the validity of the aforementioned documents. The railway undertaking will provide the network manager with written notification of any change to its liability insurance before such comes into effect, insofar as it can reasonably be assumed that such will or could have consequences for the Operating Licence.
3. The railway undertaking is not permitted to alter, damage or contaminate the railways or to use it in any manner other than that for which it is intended, has been equipped or has been made available. Contamination as referred to in this paragraph does not include the disposal, either directly or indirectly, of solids or fluids that are released during the normal operation of railway vehicles as referred to in Section 19(1)(b) Railways Act.
4. The parties will ensure that any auxiliary staff engaged in the performance of the Access Agreement will receive adequate instruction in this respect and have the necessary knowledge and skills. Auxiliary staff that appear not to have the necessary knowledge and skills will – whether or not at the request of any of the parties - be immediately discharged from performance of the engaged work.
5. The railway undertaking is liable towards the network manager for actions of consignors and consignees, as defined under transport law, who perform or instruct work at freight terminals and/or railway yards, in as far as the railway undertaking has any physical or legal influence on such actions.
6. If loss ensues as a result of the actions as referred to in the previous paragraph, the railway undertaking is only liable if the loss event is attributable to the action of a third party and the railway undertaking had the physical and/or legal ability to prevent the loss event and the consequences thereof. This provision is without prejudice to the liability of consignors and consignees for their actions at these freight terminals and/or railway yards.

Article 8 Access to and use of information services

1. The network manager will perform its work regarding the access to and use of information services, or have this performed by auxiliary staff, in accordance with the service levels stated in the Service Level Agreement(s) attached to the Access Agreement.
2. If the obligations pursuant to Paragraph 1 cannot be fulfilled in accordance with the agreed service levels, the network manager will immediately inform the titleholder thereof and take all reasonable actions to achieve compliance with the agreed service levels.
3. The titleholder will handle the software and hardware made available by the network manager within the context of Paragraph 1 with due care and you such exclusively for the purpose for which they were made available by the network manager, without making any changes to the content thereof. The titleholder and/or its auxiliary staff shall comply in full with any accompanying manuals or instructions provided by the network manager.

4. Any work to be carried out by the network manager as a result of defects in software and/or hardware caused by injudicious use, use contrary to the instructions given by the network manager, or use contrary to that agreed by the parties does not form part of this Access Agreement.
5. The network manager retains the intellectual property rights to all software provided by the network manager to the titleholder within the context of the granting of access to and use of the information services. The network manager retains the intellectual property rights to information provided by the network manager to the titleholder within the context of the granting of access to and use of the information services. The network manager will by means of the Access Agreement grant the titleholder a licence to use the aforementioned software and data for the agreed information services in the manner prescribed by the network manager.
6. The reproduction and/or publication and/or the commercial exploitation of any software and hardware made available by the network manager within the context of the granting of access to and use of information services, or use by or on behalf of third parties or other services and systems of the titleholder and/or its auxiliary staff is prohibited, except with the prior written permission of the network manager.

Article 9 Allocation of capacity

1. The network manager is responsible for the allocation of capacity in accordance with the procedure inclused in the Access Agreement set out in Chapters 4.4. and 4.9 of the Network Statement as well as the provisions of the decision referred to in Section 61(1) and Section 67 Railways Act.
2. Capacity allocated in the form of train paths is allocated for the maximum duration of one timetable period.
3. If the capacity allocated to a titleholder pursuant to Article 38(1), last paragraph of 2012/34/EU is transferred by the titleholder to a railway undertaking with notification given to the network manager, all rights and obligations agreed between the titleholder and the network manager with regard to the transferred capacity will be terminated, with the exception of the payment obligation for the transferred capacity as applicable at the time of transfer. The network manager and the railway undertaking to whom the capacity is transferred will accept the transferred capacity subject to the Access Agreement concluded between the railway undertaking and the network manager unless the railway undertaking informs the network manager within five working days and in writing that it does not accept the transferred capacity.
4. The railway undertaking is not permitted to transfer the allocated capacity to a third party.
5. The allocated capacity lapses in case of an emergency and if absolutely necessary as result of a (threat of a) disruption that temporarily makes the railways unusable. In case of a threat of disruption in the short term, the network manager will provide specifics and motives why restoration measures are required in the short term in order to prevent the occurrence of an actual disruption that could impact negatively on the safe runnability of the railways and/or uninterrupted rail traffic. The network manager endeavors to allocate capacity for a diversion route.
6. If the railway undertaking during a period of at least one month, being 30 contiguous days (starting on any random date) within one timetable year uses a train path below the threshold value stated in Chapter 4.6 of this Network Statement, the railway undertaking will surrender this train path during the remaining term of that timetable year unless this underutilisation is due to non-economic reasons beyond the control of the railway undertaking. The network manager will hereby observe a notice period of two weeks.
7. The network manager reserves the right to withdraw or change allocated capacity in the cases below.
   a. When instructed to do so by the competent authorities or in order to prevent such an instruction, on condition that the instruction relates to a situation defined in adequate concrete terms.
   b. In the interests of public order.
   c. Following a report as referred to in Article 7 Paragraph 2 of these General Terms & Conditions or after receipt of the Minister's decision to withdraw the documents referred to in Article 7 Paragraph 2 or if a valid proof of insurance within the meaning of Section 55 Railways Act cannot be provided by the railway undertaking. The network manager shall only withdraw or modify allocated capacity after notifying the titleholder that and on what grounds withdrawal or change occurs.
   d. When it concerns capacity required for passenger transport services by train, and the titleholder is no longer entitled to perform such services under the terms of the Passenger Transport Act 2000.
8. When using the authority referred to in the previous paragraph, the network manager will make every effort to limit the negative consequences thereof for the titleholder in terms of duration and scale. The network manager will consult in advance with the titleholder if it wishes to exercise the authority referred to in the previous paragraph in order to prevent an instruction by the competent authority.

Article 10 Use of railway vehicles by railway undertaking

1. The network manager is entitled by virtue of the relevant national and international regulations, the Concession and/or a ruling by a court of law or arbitration board, to carry out a supplementary inspection of (repaired) rail vehicles with regard to those aspects that were not included in the inspection performed under the terms of the Admission Certificate, the (supplementary) service licence or the vehicle licence.
2. Following the results of the supplementary assessment referred in the first paragraph, the network manager can give instructions to and/or impose conditions and/or restrictions on the use of the railways or exclude the railway vehicles in question from use of the railways. The results of the assessment are reported to the railway undertaking in writing.

3. The conditions and restrictions referred to in the second paragraph can include:
   a. The setting of a re-assessment term.
   b. A re-assessment following changes made to the railway vehicle.
   c. The (temporary) application of a classification.
   d. The (temporary) application of reasonably necessary measures to the infrastructure at the expense of the railway undertaking.
4. The railway undertaking will provide the network manager with information on the identification and the deployment possibilities and limitations of the railway vehicles used by the railway undertaking.
5. At the network manager's first request, the railway undertaking will, with regard to the relevant railway vehicle, submit a valid EC inspection statement and/or, for rail vehicles as referred to in Section 41(b) Rail Traffic Decree, a valid Admission Certificate and/or exemption as referred to in Section 46 Railways Act as applicable on 1 April 2012, a (supplementary) service licence or a vehicle licence.
6. The responsibility of the railway undertaking for a deployed railway vehicle ends as soon as another railway undertaking has transported or moved that vehicle, or has notified the network manager that it assumes responsibility for the vehicle.
7. If a railway undertaking, barring an exemption as referred to in Section 26k(5) Railways Act, acts in contravention of the prohibition referred to in Section 26k(1) Railways Act or is not in possession of a valid Admission Certificate, a (supplementary) service licence or a vehicle licence and/or the railway undertaking does not use the railways in accordance with the assessment as referred to in this article, the network manager is entitled to immediately refuse the railway undertaking use of the rail vehicle in question on the railways and to instruct that such use be terminated at once. The ensuing costs are for the account of the railway undertaking. The network manager is also entitled to refuse the use of railway vehicles if they no longer meet the technical specifications on which they were assessed during the admission process. Such railway vehicles may, if deployed on the railways, only be moved by the railway undertaking under its own risk, with the permission of the network manager and subject to certain conditions.

Article 11 Safety and the environment

1. Railway undertakings that make use of a railway yard managed by the network manager and perform permit-linked activities thereon may only do so within the framework of the environmental permit issued for said activities. Railway undertakings shall give the network manager the opportunity to assess in advance whether the proposed operations at railway yards are pursuant to the conditions of the Environmental Management Act and the applicable environmental permit. Railway undertakings that (plan to) carry out operations at railway yards that require an environmental permit, are obliged to consult and comply with the provisions of the environmental permit in question. The network manager is responsible for enabling adequate performance under the terms of the issued permits.
2. The railway undertaking will use the railway infrastructure in accordance with the restrictions to use and user regulations stated in Chapter 3.4.1 and Appendix 9 of the Network Statement.
3. The railway undertaking will apply and environmental care system that supports compliance with the restrictions to use and user regulations as prescribed by the environmental and occupancy permits granted to the network manager. The railway undertaking will make the particulars entered into the environmental care system available to the network manager. The railway undertaking accepts that the network manager can, to verify compliance, also use other non-discriminatory measures that provide a fair view of the situation.
4. The railway undertaking will notify the network manager as soon as possible of any risk or occurrence of damage by the railway undertaking to the railways and/or the environment and/or the safety of third parties. This notification is without prejudice to the legal and contractual obligations of the railway undertaking.
5. The network manager is entitled by virtue of relevant national and international regulations and/or a ruling by a court of law or arbitration board to determine that certain rail-based operating processes of the railway undertaking specified by the network manager may not be carried out on the railways, or may only be carried out at the locations designated by the network manager and/or subject to conditions imposed by it and/or using the facilities located at the site.
   Included under operating processes are:
   a. Internal and external cleaning of railway vehicles.
   b. Testing of railway vehicles.
   c. Refuelling.
   d. Stabling of railway vehicles.
   e. Removal of waste resulting from operating processes and from railway vehicles.
   f. Inspection and maintenance of and/or repairs to railway vehicles.
6. The railway undertaking will refrain from actions that exceed the noise limit values set by law or that infringe upon the relevant conditions of the licences prescribed pursuant to the Environmental Protection Act.
7. The network manager can give instructions to the railway undertaking in case of a potential infringement of the noise limit values or conditions referred to in the previous paragraph.
8. If the competent authority charged with monitoring compliance of a permit granted by law to the network manager or statutory regulations regarding the use of the railways ascertains an infringement of the applicable provisions and notifies the network manager thereof in writing, the network manager will in case of

a suspicion that said breach has effectively been committed by the railway undertaking notify the railway undertaking thereof in writing as soon as possible, in any event within three working days of itself having received notification.

9. The railway undertaking and the network manager will enter into consultation on the infringement described in the notification as referred to in the eight paragraph, including the presentation of a defence.
10. If the railway undertaking is of the opinion that a party other than the railway undertaking has committed the infringement referred to in the eight paragraph or that the infringement was in fact not committed, it will inform the network manager thereof, stating reasons, within ten working days of receipt of the notification. Findings of the competent authority endorsed by the network manager will serve as proof of non-compliance of the regulations as referred to in this article, unless the railway undertaking in its written reaction to the network manager provides explicit and motivated arguments that can be used by the network manager in its defence against the findings.
11. The railway undertaking will reimburse the penalty imposed on, or deposit forfeited by, the network manager with regard to an infringement as referred to in the eight paragraph, unless the network manager, contrary to the request of the railway undertaking, has failed to present a defence against the penalty or forfeited deposit and/or has not given the railway undertaking an opportunity to present a defence against the penalty or forfeited deposit.
12. The railway undertaking will promptly provide the network manager with the necessary information to present a defence against the infringement described in the notification as referred to in the eight paragraph. The network manager reserves the right to abstain from presenting a defence if such is evidently pointless or the railway undertaking fails to provide the network manager with the necessary information, in which case the railway undertaking will compensate the penalty or forfeited deposit to the network manager. The network manager will inform the railway undertaking on the course of the defence proceedings.
13. The costs of the defence with regard to infringements as referred to in the eight paragraph are at the expense of the railway undertaking, with the exception of those cases in which the network manager has a joint interest in the defence owing to the possible consequences for the usability of the railways or in those cases that the parties have agreed in consultation to oppose the qualification of the ascertained facts as an infringement, whereby a different allocation of costs was agreed upon.

Article 12 Storage of liquids for the running of railway vehicles

The railway undertaking is exclusively permitted - outside the situations described in the Operational Conditions - to tranship environmentally dangerous liquids required for the traction of railway vehicles and the operation of equipment at appropriate sites designated by the network manager, as referred to in Appendix 21 of the Network Statement (refuelling facilities).

Article 13 Train traffic restoration measures

1. The parties will in case of a disruption of rail traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof.
2. In this context, the network manager can take various measures, including the detention, rerouting, insertion, slowing down or speeding up of trains, or the cancellation of train paths. The network manager will thereby apply the relevant regulations of the Network Statement as stated in Article 2.1 of the Operational Conditions.
3. If the network manager offers a replacement train path in the cases as referred to in Paragraph 2 and Article 9 Paragraph 7, the user charge for the replacement path will not be higher than for the original train path.

Article 14 Cooperation by railway undertaking

1. The railway undertaking will at the instruction of the network manager cooperate in measures aimed at resolving a disruption, regardless of the cause thereof. If the network manager deems such necessary, the railway undertaking will make its equipment and auxiliary staff available in as far as such equipment and staff are suitable for the intended purpose.
2. The costs of the assistance referred to in Paragraph 1 incurred by the railway undertaking, which has not caused the disruption, will be at the expense of the network manager.
3. If the disruption is for the risk and account of the railway undertaking, it will, at the network manager's first request, compensate the network manager for the costs referred to in Paragraph 2 as well as all other costs incurred by the network manager in resolving the disruption.
4. If the railway undertaking providing assistance, despite exercising the necessary care, causes damage to the railway undertaking receiving assistance and/or the network manager or itself suffers damage, the resulting loss is for the risk and account of the party to which the disruption can be attributed.
5. If the railway undertaking providing assistance, despite exercising the necessary care, causes damage to a third party not being a party involved in the disruption, the resulting loss is for the risk and account of the party causing the disruption.\ The party causing the disruption will, if necessary, indemnify the other stakeholders in the disruption against any claims for compensation by such third parties.
6. The railway undertaking will participate in the response organisation subject to regulations of the Access Agreement as stated in Section 4.1 of the Operational Conditions.

Article 15 Presence on railways

1. If the railway undertaking allows (auxiliary) staff to be present on or along the railways, such takes place at the risk and account of the railway undertaking.
2. The railway undertaking will ensure that the (auxiliary) staff referred to in the first paragraph has received adequate instructions concerning the safe and properly organised presence on the railways.
3. Auxiliary staff of the railway undertaking working on the railways shall be able to provide proper identification, in the form of a service pass or written instruction as auxiliary staff of the railway undertaking.

Article 16 Inspections and instructions

1. The network manager is authorised, with a view to performing the tasks and responsibilities assigned by virtue of the relevant national and international regulations and/or a ruling by a court of law or arbitration board, to carry out inspections and/or give necessary instructions to (the auxiliary staff of) the railway undertaking who will comply with such without delay. The categories of officials of the network manager who are entitled to exercise the above authority are defined in the Access Agreement.
2. The authority of the network manager as referred to in the first paragraph can exclusively be exercised for the purpose of protecting the railways, preventing or controlling nuisance experienced by the environment and other users of the railways, and the safe and effective use of the railways.
3. The inspections and instructions will cause as little hindrance as possible to the normal operating activities of the railway undertaking and will be carried out or issued, respectively, in a manner that causes minimal burden. The network manager exclusively has access to those railway vehicles, systems and equipment of the railway undertaking that are relevant to the inspection.
4. The railway undertaking will comply with instructions given by the network manager as referred to in these General Terms & Conditions. In case of failure to comply immediately with a lawful instruction as referred to in these General Terms & Conditions, the railway undertaking will forfeit an immediately payable fine of € 1,000 for the first infringement, € 2,500 for the second infringement and € 5,000 for every subsequent infringement per timetable year, without prejudice to the right of the network manager to demand compensation. In case a series of infringements consists of the failure to comply with one and the same instruction, the right of the network manager to demand an immediately payable fine of € 5,000 per infringement is maximised at € 25,000 for the series of infringements.
5. If the railway undertaking fails to comply with an instruction given by the network manager, compliance with which is deemed necessary in order to prevent damage, potential damage, terminate a wrongful situation, nuisance and/or to effect speedy restoration of the rail traffic as referred to in Article 13 Paragraph 1 of these General Terms & Conditions, the network manager is entitled to have the actions and/or work ensuing from the instruction carried out at the risk and expense of the railway undertaking.

Title IV. Liability

Article 17 Conditions of liability

1. The provisions of CUI, Title III, apply mutatis mutandis to the Access Agreement concluded between the railway undertaking and the network manager, insofar as not deviated therefrom in Title IV of these General Terms & Conditions.
2. The limitation of liability of a party as described here in Title IV does not apply if the loss is the result of any action or negligence by that party acting either with the intent to cause said loss, or with recklessness and the knowledge that such loss could probably result therefrom.
3. The network manager and the railway undertaking accept liability for their auxiliary staff.
4. Any claim by auxiliary staff of the railway undertaking against the network manager in respect of liability for loss caused by the network manager, as well as any claim by auxiliary staff of the network manager against the railway undertaking in respect of liability for loss caused by the railway undertaking can, irrespective of the legal ground, only be filed subject to the conditions and limitations of the General Terms & Conditions.
5. The handling costs are related to the loss amount, comprising the loss items referred to in Article 18, Paragraph 1(a), (b) and (c) and Article 19, Paragraph 1(a), (b) and (c), which are determined according to the table below:

Loss amount	Handling costs
from € 0 to € 100,000	2.5% of the loss amount
from € 100,000 to € 250,000	2.0% of the loss amount
from € 250,000 to € 1,000,000	1.5% of the loss amount
from € 1,000,000 to € 5,000,000	1.0% of the loss amount
from € 5,000,000	actual costs

If the loss consists exclusively of financial loss, the handling costs can be determined on the basis of the actual costs incurred. The administration costs for handling of the loss event are thereby determined according to the table below, whereby the reference loss consists of additional office and communication

costs, costs of replanning the operational activities and the costs of additional personnel required during the period that the loss event as referred to in this paragraph hampers normal operational activities.

Reference loss			administration costs
€ 5,000	to	€ 10,000	€ 350
€ 10,000	to	€ 30,000	€ 375
€ 30,000	to	€ 50,000	€ 475
€ 50,000	to	---------	1% of the reference loss

6. If liability for the loss event is recognised promptly by the network manager without objection and compensation is paid promptly, the administration costs are limited to 50% of the amounts stated in the table above.

Article 18 Liability of the network manager towards the railway undertaking

1. The network manager accepts liability to the railway undertaking:
   a. for personal injury, namely death, or any other form of bodily or emotional harm,
   b. for property damage, namely the destruction of or damage to movable and immovable property,
   c. for financial loss,

   the cause of which lies in the railways and has been inflicted upon the railway undertaking or its auxiliary staff during the use of the railways.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the network manager and services provided by the network manager, subject to the provisions of Paragraph 6 regarding the services and/or software stated therein.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation owed by the railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or treaty law to pay to parties with which it has concluded transport agreements or to other third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss consisting of the costs of replacement transport and handling costs, subject to the explicit condition that the railway undertaking is unable during a period of at least 8 (eight) consecutive hours, calculated from the start of the cause attributable to the network manager, to make full use of its allocated capacity:
      - the costs of replacement transport, as well as handling costs.
   d. For the financial loss consisting of the costs of replacement transport for passengers and freight shipments involved directly in the loss event:
      - the costs of replacement transport for those passengers and freight shipments, whereby ‘passengers and freight shipments involved directly in the loss event’ is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner. The costs of rail replacement transport are calculated until the next location that transport by train can be used again, or to another location where transport by train can be used again if these costs are lower.
   e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
      - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.
3. The network manager is discharged from the liability referred to in the first paragraph:
   a. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules:
      1. if the loss event was caused by circumstances outside the operations of the network manager, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof,
      2. insofar as the loss event can be attributed to the person who has suffered the loss,

3. if the loss event can be attributed to the behaviour of a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

b. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules, whereby the loss is caused by a railway undertaking or an instruction by the railway undertaking that cannot be attributed to the network manager or by circumstances that, and the consequences of which, the network manager could not avoid.

c. In case of financial loss other than referred to under a and b above:
   1. if the loss event can be attributed to the railway undertaking or to an instruction given by the railway undertaking that is not attributable to the network manager,
   2. if the loss event was caused by circumstances, such as force majeure or behaviour by a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

4. The network manager accepts no liability for loss incurred by the railway undertaking as a result of an instruction by the network manager, which on grounds of the Access Agreement is lawful and given in accordance with the provisions of Article 16 of the General Terms & Conditions, as well as for the consequences of the application of Article 9 Paragraph 5 of the General Terms & Conditions.
5. The railway undertaking will not submit any claims to the network manager for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which the network manager is liable pursuant to Section 6:175 Dutch Civil Code,
   b. in which the loss results from any attributable infringement by the network manager of any statutory regulation regarding the use of the railways.
   c. as referred to in Paragraph 2(a), exclusively with respect to compensation to parties with which it has concluded transport agreement(s) pursuant to CIM and/or Title 8.18 Dutch Civil Code and the cause of which lies in the railways.

   The above is on the understanding that the compensation of financial loss as referred to in Paragraph 2(a) is only requested insofar as the financial loss exceeds € 5,000 per loss event.
6. The network manager is liable for or loss resulting from late, incorrect and/or incomplete information provided by the network manager in the context of an information service and/or software, insofar as the loss results from an attributable failure on the part of the network manager to fulfil the agreed service levels of the relevant information service, as referred to in Article 8 Paragraph 1 of these General Terms & Conditions. The network manager does not accept any liability:
   a. for indirect loss, including consequential damage, loss of profit, missed savings and loss due to stagnation in operations,
   b. for any loss exceeding the amount agreed by the parties under the relevant Service Level Agreement as consideration for the information services.

Article 19 Liability of railway undertaking towards the network manager

1. The railway undertaking is liable to the network manager:
   a. for personal injury, namely death, or any other form of bodily or emotional harm,
   b. for property damage, namely the destruction of or damage to movable and immovable property,
   c. for financial loss,

   incurred by the network manager or its auxiliary staff during the use of the railways by the operated railway vehicles or by the transported persons or freight.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the network manager and services provided by the network manager.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation that the network manager owes to third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or treaty law to pay to third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss, subject to the explicit condition that, if due to a cause attributable to the railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least 8 consecutive hours, calculated from the start of the event:
      - the reasonable costs of cancellation and rescheduling of work that was planned to be carried out in the period during which the loss event hindered normal operations and which work could attributably not be carried out due to that loss event, as well as the handling costs.
3. The railway undertaking is discharged from the liability referred to in the first paragraph:
   a. In case of personal injury:

1. if the loss event was caused by circumstances outside the operations of the railway undertaking, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
2. insofar as the loss event can be attributed to the person who has suffered the loss,
3. if the loss event can be attributed to the acts of a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

b. In case of property damage, when the damage is attributable to the network manager or to an instruction by the network manager which cannot be attributed to the railway undertaking or through circumstances that the railway undertaking could not avoid and could not prevent the consequences thereof.
c. In case of financial loss:
   1. if the loss event can be attributed to the network manager or to an instruction given by the network manager that is not attributable to the railway undertaking,
   2. if the loss event was caused by circumstances, such as force majeure or acts by a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

4. The network manager will not submit any claims to the railway undertaking for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which the network manager is liable pursuant to Section 6:175 in conjunction with Sections 8:1670 et seq. Dutch Civil Code,
   b. in which the loss results from any attributable infringement by the railway undertaking of any statutory regulation regarding the use of the railways.

   The above is on the understanding that the compensation of financial loss as referred to in Paragraph 2(a) is only requested insofar as the financial loss exceeds € 5,000 per loss event.
5. The railway undertaking indemnifies the network manager against all claims relating to any attributable infringement by the railway undertaking of any statutory regulation.
6. In case of property damage to the railways, the settlement of benefit is only applied if the network manager actually benefits from the repair of the property damage. This is only assumed if the repair of the property damage results in the postponement, in relation to the network manager's planning, by more than five years of the first following complete renewal of the element (not being a single component) of the railways of which the repaired property is part. The network manager will, on request, provide the railway undertaking with the relevant planning. The network manager will, in case of an appeal to settlement of benefit, provide evidence of the planning.

Article 20 Liability amongst railway undertakings

1. The railway undertaking is liable towards another railway undertaking:
   a. for personal injury,
   b. for loss of and damage to property, irrespective of the ownership position,
   c. for financial loss,

   incurred by the railway undertaking or its auxiliary staff during the use of the railways by the operated rail vehicles or by the transported persons or freight.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the network manager and the services provided by the network manager.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation owed by the other railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or international law to pay to parties with which it has concluded transport agreements or other third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss consisting of the costs of replacement transport in the Netherlands as well as the handling costs, subject to the explicit condition that, if due to a cause attributable to a railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least eight consecutive hours, calculated from the start of the event: the charged cost of replacement transport (by third parties):
      - the costs of replacement transport, as well as handling costs.
   d. For the financial loss consisting of the costs of replacement transport in the Netherlands for passengers and freight shipments involved directly in the loss event:

- the costs of replacement transport for those passengers and freight shipments, whereby 'passengers and freight shipments involved directly in the loss event' is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner.

e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
   - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.

3. The railway undertaking is discharged from the liability referred to in the first paragraph if the loss event:
   a. is attributable to the other railway undertaking or to an instructions given by the other railway undertaking which is not attributable to the railway undertaking,
   b. was caused by circumstances, such as force majeure or behaviour by a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
4. The railway undertaking will not submit any claims to another railway undertaking for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which liability is based on Section 6:175 Dutch Civil Code in conjunction with Section 8:1670 et seq Dutch Civil Code,
   b. in which the loss results from any attributable infringement by the other railway undertaking of any statutory regulation regarding the use of the railways.
5. This article is a third-party clause as referred to in Section 6:253 Dutch Civil Code. The railway undertaking accepts that another railway undertaking that has also accepted these General Terms & Conditions also has the right to directly invoke the conditions in these General Terms & Conditions that are relevant to the relationship between the railway undertakings.

Article 21 Attributable failure

Without prejudice to the provisions of Title IV above, a party who attributably fails to fulfil its obligations, after having been notified of this failure and given a reasonable period to rectify the situation, but has nevertheless failed to do so, is liable for the loss incurred by the other party, on the understanding that, except in the case of intent and/or deliberate recklessness, loss of turnover or profit by the other party is not eligible for compensation. Article 18 Paragraph 5, and Article 19 Paragraph 4 of these General Terms & Conditions apply mutatis mutandis.

Article 22 Limitation of liability, prescription and force majeure

1. The liability of the parties in any form whatsoever is limited to that provided under Title IV, without prejudice to the right of the parties to demand fulfilment of the provisions of the Access Agreement and/or these General Terms & Conditions.
2. A claim by the titleholder or the network manager based on the Access Agreement and/or these General Terms & Conditions lapses three years from the date of the event that gave rise to the claim.
3. In case of the death of persons, a time limit applies of three years starting from the day after decease, but no more than five years starting from the day after the accident.
4. If the claim by the network manager is based on an event with regard to which the titleholder has recourse against the other party of a transport agreement concluded by the titleholder, the claim by the network manager on the titleholder will lapse one month before the expiry of the time limit that applies by law or treaty to the claim by the titleholder on the other party of a transport contract concluded by the titleholder.
5. If the claim by the titleholder is based on an event governed by a transport agreement concluded by the titleholder whereby the titleholder takes recourse against the network manager, the claim by the titleholder on the network manager will lapse one month after expiry of the time limit that applies by law or treaty to the claim governed by the transport agreement.
6. Prescription is suspended if one of the parties submits the dispute to a body in the sense of Article 29 or if the matter is submitted to an arbitration board.
7. The network manager and/or the titleholder are in case of force majeure not liable for any loss whatsoever. Force majeure in the sense of these General Terms & Conditions also includes the meaning given thereto by law and legal precedents. Also regarded as force mature are power failures not caused by the network manager, suicides or attempts thereto, behaviour by animals, national or local strikes or work stoppages, whether or not organised, at the company of the network manager and/or of the titleholder.
8. The provisions of Paragraph 7 are without prejudice to the obligations of the network manager under Section 5 Network Infrastructure Regulations.
9. In case auxiliary staff incur losses that can be attributed to both the network manager and the titleholder, the network manager and the titleholder now for then indemnify one another against any claims by auxiliary staff for compensation insofar as such is attributable to the network manager and the titleholder, respectively. This

indemnification also applies to claims for compensation that is attributable entirely to the network manager and for which the auxiliary staff brings a claim against the titleholder, and vice versa.

10. in case a scheme applies between the network manager and the titleholder for the compensation of a specific loss event, the network manager and the titleholder now for then indemnify one another against any claims by auxiliary staff engaged by the network manager and the titleholder, respectively, relating to the loss event in question.

Title V. Financial stipulations

Article 23 Charges

1. The user charges and other charges for access to and use of the railways, the related service facilities and services offered by the network manager are calculated subject to the relevant provisions of the Network Statement.
2. A user charge of nil applies for the use of the railway infrastructure for the performance of instructions by the network manager with regard to the management of the railways. Trains for which no user charge is due under the terms of this provision will receive no timetable drafting support by the One-Stop-Shop of the network manager.
3. In order to determine the user charge for the service as referred to in Article 1(e) and Article 3(a) of Annex II of Directive 2012/34/EU, the titleholder will provide the network manager with invoices, including the accompanying proof of payment, for the tractive power purchased by the titleholder, unless the quantity is adequately reflected by information made available by the network manager by the energy purchasing organisation, authorised thereto by the titleholder. The railway undertaking authorises the network manager to verify with the tractive power supplier whether the submitted invoices cover the total tractive power supplied.
4. The network manager will invoice the user charge and other charges referred to in paragraph 1 per calendar month. If the network manager sends a provisional invoice, this will be followed by a final invoice within 6 months.
5. The final settlement of amounts due under a performance scheme will be invoiced within six months of expiry of the period to which the performance scheme relates.
6. The final settlement of amounts due under a performance scheme will be invoiced within two months of sending of the invoice for the last term of the period to which the performance scheme relates.
7. The invoiced used charge is not eligible for set-off in the sense of Section 6:127(2) Dutch Civil Code, with the exception of the set-off of undisputed claims and claims based on a decision by a court of law or arbitration board.
8. The network manager may in case of reasonable doubt about the creditworthiness of the titleholder at all times demand that the titleholder issue a financial guarantee in the sense of the Implementing Regulation (EU) 2015/10 as security for fulfilment of its financial obligations under the Access Agreement and the General Terms & Conditions, as referred to in this article.
9. The costs of the security referred to in the previous paragraph are borne by the titleholder.

Article 24 Payment conditions

1. The titleholder and the network manager will pay the amounts owed by virtue of the Access Agreement and these General Terms & Conditions no later than 30 days after receipt of the invoice. In case of non-cash transfers, the date of receipt by the recipient's bank is regarded as the date of payment.
2. If the network manager or the titleholder fail to pay the amounts due under the Access Agreement and these General Terms & Conditions in the manner set out above, and the failure is due to a cause attributable to the network manager or the titleholder, the amount due is increased by statutory interest in accordance with Section 6:119a Dutch Civil Code, calculated from the final day on which payment should have been made.
3. All amounts due under the Access Agreement and/or these General Terms & Conditions are stated in euro and exclusive of VAT.
4. Objections against the amount of the final invoice will be submitted in writing within two months of receipt of the invoice. On expiry of the aforementioned term, the parties lose their right to appeal against the amount of the invoice. Systematic defects that come to light during the handling of a timely submitted objection against an invoice will, however, also lead to the recalculation of earlier invoices for which the term of objection has already expired. This paragraph does not apply to invoices submitted with a view to acquiring compensation.
5. Following an objection as referred to in the fourth paragraph, the titleholder is authorised to suspend payment of the invoice until the network manager has voiced its opinion on the validity of the objection. In case of partial dispute of the invoice, the undisputed part of the invoice will be settled within the term of payment.
6. In deviation of the provisions of the first paragraph, invoices for compensation will be paid within 30 days of the amount of the compensation having been established and communicated to the party obliged to pay such. In deviation of the second paragraph, amounts due in compensation are subject to the statutory interest in accordance with Section 6:119 Dutch Civil Code.

Title VI. Suspension and termination of Access Agreement

Article 25 Suspension of Access Agreement

1. The network manager and/or the titleholder can suspend performance of the Access Agreement in full or in part on grounds of Section 6:52 Dutch Civil Code.
2. The network manager can suspend performance of the Access Agreement in full or in part following a report as referred to in Article 7 Paragraph 2 or after receipt of the Minister's decision to withdraw the documents referred to in Article 7 Paragraph 2 or if the railway undertaking cannot submit a valid proof of insurance within the meaning of Section 55 Railways Act. The network manager shall only withdraw or modify allocated capacity after notifying the titleholder that and on what grounds withdrawal or change occurs.
3. In case of payment by the titleholder after the term referred to in Article 24 Paragraph 1 of these General Terms & Conditions, the network manager may only suspend performance of the Access Agreement if the titleholder has exceeded the payment term for two successive periodic payments or for two payments within twelve months.
4. During the suspension, the titleholder and the network manager are obliged to take appropriate measures to prevent and limit the occurrence of loss.
5. The suspension ends on the lapse of the reason for suspension and the suspending party has received notification thereof from the other party. The titleholder can again exercise its full claim to the agreed capacity from no later than the fourth day after ending of the suspension.

Article 26 Termination by the network manager

1. The network manager can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. The network manager loses the Concession, either in full or in part, in as far as relevant to the provision of service by the network manager to the titleholder.
   b. The network manager is declared bankrupt or insolvent.
   c. The network manager is granted a moratorium.
   d. The titleholder has during a period of at least one year not used the allocated capacity.
   e. The titleholder is no longer authorised to participate in rail traffic.
   f. The titleholder has payment arrears:
      i. during two successive instalments and for an amount larger than the payments referred to in Article 23 for one month,
      ii. during more than two instalments and for an amount equal to the payments referred to in Article 23 for two months.
   g. The titleholder defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.
   h. The auxiliary staff or the railway vehicles to be used no longer meet the applicable safety requirements.
2. The network manager can terminate the Access Agreement by registered letter subject to a notice period of two months, in case of:
   a. A mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the network manager and hinder the network manager in the fulfilment of its obligations.
   b. The titleholder deliberately defaults or acts in gross negligence with regard to essential contractual obligations other than those referred to in Paragraph 1(g).
3. If performance of the Access Agreement is suspended on grounds of Article 25 Paragraph 1 of these General Terms & Conditions, the network manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.

Article 27 Termination by the titleholder

1. The titleholder can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. The network manager loses the Concession, either in full or in part, in as far as relevant to the provision of service by the network manager to the railway undertaking.
   b. The network manager is declared bankrupt or insolvent.
   c. The network manager is granted a moratorium.
   d. The network manager defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.
2. The titleholder is entitled to terminate the Access Agreement, subject to a notice period of two months, in case of:
   a. A mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the titleholder and hinder the titleholder in the fulfilment of its obligations.

b. The network manager deliberately defaults or acts in gross negligence with regard to other essential contractual obligations.

3. In cases other than those referred to in the first two paragraphs, the titleholder can terminate the Access Agreements by registered letter, subject to the notice period stated in the Access Agreement.
4. If performance of the Access Agreement is suspended on grounds of Article 25 Paragraph 1 of these General Terms & Conditions, the network manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.
5. If the network manager changes the Access Agreement and/or General Terms & Conditions, the titleholder can, if it objects to the change, terminate the Access Agreement, subject to a notice period of three months from the moment the change comes into effect.

Article 28 Compensation on termination of the Access Agreement

No compensation whatsoever is payable in case of termination of the Access Agreement under Title VI, except in the case of termination on grounds of a moratorium, bankruptcy or attributable failure.

Article 29 Scope, applicable law and resolution of disputes

1. These General Terms & Conditions are applicable to Access Agreements.
2. The Access Agreement and the General Terms & Conditions are governed by Dutch law, including international treaties applicable in the Netherlands, in particular the COTIF 1999 with Annexes.
3. All disputes, with the exception of those ensuing from Section 61 Railways Act and the Order in Council based thereon, ensuing from the Access Agreement and/or these General Terms & Conditions, which the parties cannot settle amicably will be submitted to the competent civil court in Rotterdam or to a committee appointed by the parties in which the parties appoint an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties.
4. In deviation of Paragraph 3, the parties can agree that the disputes as referred to same paragraph will be solved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
5. Paragraphs 1 to 4 of this article are without prejudice to Section 71 Railways Act.

Appendix 6 Operational Conditions (Chapter 2.4)

Operational Conditions Access Agreement ProRail 2020 (version 1 November 2019)

1 Capacity planning

1.1 Route scheduling responsibilities

The author (or revisor) of a train schedule is responsible for compliance with the planning and load standards laid down by the network manager in the Network Statement, as well as any applicable deployment limitations for railway vehicles.

If the railway undertaking makes use of the services of the ProRail One-Stop-Shop (OSS) for the drafting of timetables, any applicable deployment limitations shall be communicated to ProRail OSS. Planning of the priority route will then take into account the requested deployment and the limitations of the admission certificate or the Exceptional Transport regulations declared by railway undertakings.

The railway undertaking planning or requesting the planning of a train path for a train with specific characteristics (such as length, gauge, axle load, traction form) will test whether the offered train path is subject to specific user restrictions (such as maximum train length, gauge, the presence or absence of overhead contact lines) and will ensure (including through instructions to operational personnel) that the train making use of the path is in accordance with the stated limitations. The railway undertaking will also test the applicable planning standards, which can be found on the Logistics Portal of ProRail, if it provides the draft planning itself.

The railway undertaking will use the agreed capacities with train compositions that meet the potential for use offered by those train paths and tracks.

1.2 Exceptional Transport[95]

Application of the regulations for Exceptional Transport is necessary in the cases below:[96]

- The running of high-speed passenger trains longer than 400m.[97]
- The running of freight trains longer than 740m.[98]
- The running of trains that are not suitable for a running speed of at least 60 km/h on route sections designed for a speed of 80 km/h.[99]
- The running of railway vehicles, the vehicle gauge of which exceeds the loading gauge for that route section.[100]
- The running of trains that include vehicles carrying a load that exceeds Loading Class C2.[101]
- The running of trains or vehicles under an exemption granted pursuant to the Railways Act, whereby specific conditions are to be agreed with the network manager.[102]
- The running of railway vehicles which under the terms of the UIC regulations (UIC Leaflet 502-1) are qualified as Exceptional Transport.
- The running of trains of which the last vehicle is unbraked.

The network manager does not admit vehicles as Exceptional Transport unless the applicable conditions – as prescribed in the Regulations for Exceptional Transport – are met. The regulations for Exceptional Transport can be requested from the ProRail One-Stop-Shop. The network manager

95 See Network Statement Chapters 2.5 and 3.3.2
96 See Network Statement Chapter 2.5
97 See Network Statement Chapter 3.3.2.5
98 See Network Statement Chapter 3.3.2.5
99 See Network Statement Chapter 3.3.2.4 and Appendix 16
100 See Network Statement Chapter 3.3.2.1; an exemption by the Minister of Infrastructure and Water Management pursuant to Section 36 Railways Act is required in some cases.
101 See Network Statement Chapter 3.3.2.2.
102 Section 36 Railways Act.

endeavours to agree upon Regulations for Exceptional Transport with the railway undertaking operator within 14 days. The additional costs incurred by the network manager in connection with the preparation and performance of exceptional transport are for the account of the applicant.

General points of departure for Exceptional Transport

- The railway undertaking ensures that the provisions contained in the Regulations for Exceptional Transport are applied and observed in the course of its business operations.
- The railway undertaking has to establish whether the route, choice of route and speed of the train intended for transport are compliant with the regulations. If this is not the case, then the train's existing timetable will have to be changed or – in the event that this is not possible – a request shall be submitted for ad hoc capacity for a train with an adjusted timetable. In both cases, the railway undertaking shall refer to the applicable regulations.
- The railway undertaking shall submit a new 'change train' order when changing the train characteristics of an existing train to Exceptional Transport.

Standard Regulations for Exceptional Transport

The user regulations for axle loads and load per unit of length, see the Logistics Portal of ProRail, lists a number of standard classes that refer to loading classes C3, C4, D2, D4, E5 according to NEN-EN15528, as well as a number of specific railway vehicles, with for each class/type the admissible route sections and corresponding speed limits. Route sections that are suitable for loads that exceed loading class C2 are stated in Appendix 13-1 to the Network Statement.

The railway undertaking can make use of the standard regulations for exceptional transport for the transport of railway vehicles falling under one of these classes/types, on condition that such takes place on the route sections released for the purpose, and compliance with the accompanying speed restrictions.

The railway undertaking shall indicate by applying the suffix ZWV to the train number in the timetable documents, that the train in question is one to which the standard regulations for exceptional transport apply, due to the fact that it exceeds the loading class, while also stating the applicable loading class (e.g.: '45109 ZWV-D4').

Standard regulations for excessive loading gauge

Specially coded wagons which carry coded intermodal loading units, and/or further transport yet to be designated by the network manager, may utilise the allocated capacity insofar as they comply with the conditions contained on the Logistics Portal of ProRail, as described in the standard conditions applicable to out-of-gauge transport. The railway undertaking shall indicate by applying the suffix BP1, BP2, BP3 to the train number in the timetable documents, that the train in question is one to which the Standard Regulations for Exceptional Transport apply, due to the fact that it exceeds the loading class.

Specific regulations

In other cases of Exceptional Transport, railway undertakings may conclude incidental Regulations for Exceptional Transport with the network manager. The regulations comprise a description of the allocated route, period of validity, operational conditions, exemptions granted and, wherever applicable, admissible dimensions and/or weight. The provision of incidental regulations for exceptional transport is accompanied by a regular order request (in ISVL within the term of 36 hours). The railway undertaking shall indicate by applying the suffix BV to the train number in the timetable documents, that the train in question is one to which the incidental regulations for Exceptional Transport apply, making reference to the applicable regulations.

1.3 Train numbering[103]

With a view to avoiding any misunderstanding in communication concerning trains, all trains are identified by means of a train number that is unique within a single day. These same train numbers are used in requests for capacity allocation, the recording of capacity allocation and for administrative purposes (such as the billing of user charges).

[103] See Network Statement Chapter 2.8

Domestic train numbers
The network manager concludes agreements for each timetable year with each of the railway undertakings on the numbers to be used for domestic traffic. These agreements also comprise the handling of additions and changes during the term of a timetable.

Train numbers for international traffic
Train numbers for international traffic for freight transport and passenger transport are allocated according to UIC leaflet 419-2 and UIC leaflet 419-1, respectively by:

- DB Netze (traffic to and from Germany and onwards),
- Infrabel (traffic to and from Belgium and onwards).

International train numbers for traffic across the Dutch/German border are requested from DB Netze by the railway undertaking running the train in question from/to the Dutch/German border over the German network. International train numbers for traffic across the Dutch/Belgian border are requested from Infrabel by the railway undertaking running the train in question from/to the Dutch/German border over the Belgian network.

Recording
The train numbers (both domestic and international) are recorded by the network manager in the TNR application. This application can be accessed on the Logistics Portal of ProRail. The train number list in the application is continuously updated. Railway undertakings can at no expense acquire a subscription to the TNR application and view and/or export a current train number list at any time.

The railway undertaking can submit proposals for change to trainnumbers@prorail.nl.

The network manager will within three working days process any interim proposals for changes to the current timetable as submitted by the railway undertakings. These changes will come into force five working days after handling and mutual approval. Renumbering in no way affects capacity rights.

The network manager and the railway undertaking will follow the current train numbering sequence as provided by the TNR application.

1.4 Adjustment of capacity allocation due to works
Interim change or cancellation of the capacity allocated by the network manager to the railway undertaking is possible in the cases and under the conditions as described in the Network Statement, Chapter 4.5.5.
The network manager can in case of management works for which no capacity is allocated in the annual timetable make use of available capacity or of capacity made available by agreement with the railway undertaking.

1.5 Stabling of rolling stock during possessions
Rolling stock may only be left in a decommissioned area during weekly withdrawals if the network manager indicates that this is possible in combination with the works to be carried out and if the railway undertaking can demonstrate that a technical solution or procedure has been used to ensure that the rolling stock remains cut off from tractive power supply (if applicable) and cannot start running.

2 Traffic handling

2.1 Order acceptance and intervention[104]
Four sub-processes are described below, namely:
1. Content of orders
2. the departure procedure
3. scheduled performance
4. use of tracks on Venlo railway yard.

In the event of order requests by a railway undertaking, the network manager will allocate extra capacity within the scope available.

[104] See Network Statement Chapters 4.3, 4.4.1.4 and 4.8.2.

During and following disruptions, the network manager will reallocate the (reduced) capacity among the railway undertakings involved. To this end, the network manager will apply agreements established in advance for operational allocation (allocation rules).

2.1.1 Content of orders

As described in Chapter 4.4.1.5 of the Network Statement, a distinction is made between orders for train paths between two or more timetable points (supralocal orders) and orders for train paths within a timetable point (local orders).

A supralocal order contains the following data:
- applicant and date and time of request (automated)
- train number
- traction form in combination with type of rolling stock
- train length
- maximum speed
- weight
- transport operator running the train
- order type
- whether or not dangerous goods (RID)
- Standard Particulars, as described in the standard regulations for excessive loading gauge with codes BP1, BP2 and BP3 and the standard regulations for exceptional transport
- activities required by the transport operator, at least the date and time for handling at the terminal or shipper and any additional stabling capacity
- departure station or (if cross-border from abroad) border station
- transit handling station (if applicable):
  - activities required by the transport operator
  - time required for the activities required by the transport operator
- arrival station or (if cross-border from the Netherlands) border station:
  - activities required by the transport operator
  - time required for the activities required by the transport operator
- destination station abroad
- date and time ready for departure with margin and requested track
- date and time of arrival with margin and requested track
- route section

Both newly scheduled and changed trains will either following arrival at the end point or at transit handling stations undergo subsequent handling at the railway yard. It is important that ProRail is informed advance about the subsequent handling of the train in question. The transport operator shall therefore specify the following data in the supralocal order:
- driver exchange, duration x minutes at Y
- locomotive exchange, duration x minutes at Y
- shunting, duration x minutes at Y
- stabling, at Y for the duration of x minutes after arrival
- rolling stock destined for train nnnnn dated dd-mm-yyyy
- train destined for loading on rail connection xxx
- rolling stock for stabling on track set yy

A local order contains the following data:
- train/shunting number
- location
- introduction, change or cancellation of a movement
- plan/departure time
- ‘from‘ track
- ‘via‘ tracks
- ‘to‘ track
- rolling stock relationship

- rolling stock or traction type
- restrictions in terms of environmental standards
- rolling stock deviations/restrictions related to infrastructure use

2.1.2 Departure procedure

Prior notice of deviations from the agreed capacity
The railway undertaking will as soon as possible notify the local traffic control of foreseen delays and changes to the characteristics (length, tonnage, etc.) of a train, as a result of which the train could no longer use the agreed path.

Reporting of unforeseen departure obstacle by the train driver
The train driver will as soon as possible after ascertaining such, notify the signalman of any circumstance as a result of which his train cannot (or can no longer) depart at the agreed time.

Delivery of train path by the network manager (30 seconds before departure)
A train path is considered delivered if the network manager switches the signal from the 'stop position' at least 30 seconds before the time of departure ultimately agreed.

Actual departure by the railway undertaking
The railway undertaking is obliged to actually depart within 3 minutes of delivery of the train path by the network manager. In the event that the train fails to depart within 3 minutes, the network manager is entitled to retract the signal.

Exceptional circumstances
The network manager is entitled/obliged to return the signal to the stop position (retraction):
- in the event of danger,
- in case of intervention, following notification of the train driver,
- if the signalman is sure that there is no train driver present in or around the train.

In the event of the last, the railway undertaking has to submit a new capacity request.
The railway undertaking will leave the train manned at the request of the network manager if the train is unable to leave due to unforeseen circumstances.

2.1.3 Scheduled performance

In order to realise the scheduled performance of freight trains, the network manager and railway undertaking perform the steps below.
- The network manager will always provide the railway undertaking with a current timetable via RMS Client no later than 5 minutes before the scheduled departure time.
- The rail freight operator will via RMS Client give ample notice of the non-use of earlier allocated infrastructure capacity.
- If foreseen that a freight train will not use its train path, the right to the allocated train path will lapse 60 minutes before the planned departure or border crossing (into the Netherlands).
- The rail freight operator monitors the departure process of freight trains departing from train-path points in the Netherlands and communicates the train status through RMS Client (tab GTI).
- ProRail monitors cross-border freight trains entering the Netherlands, the status of those trains is communicated via VOS and made available to the railway undertaking through RMS Client.
- In case of a status change to reschedule, pending and cancel, the original train will become available for reallocation by the network manager.
- The railway undertaking provides the driver with a current timetable for scheduled departure.
- The driver strives for the passage of timetable points according to the current timetable.
- The network manager strives for traffic flow according to the allocated timetable and on the border route sections between the network manager and DB Netze/Infrabel.

2.1.4 Use of tracks on Venlo railway yard

During work on the third track between Zevenaar Grens and Oberhausen which is announced by DB Netze and where at least 30 trains a day are affected, the following rules apply to the use of tracks at Venlo railway yard:
- Through trains and trains with a short stop maximised at 60 minutes will, wherever possible, be handled on centrally controlled tracks 7 to 16.

- Local shunting and freight trains with a stop between 60 and 180 minutes will, wherever possible and in consultation with the traffic controller, be handled on the LCA tracks 17 and higher.

If the railway undertaking does not realise its departure time (CCA area), and nuisance arises, Traffic Control will initiate the warning procedure and inform the Rail Control Centre.

Tracks	Track use and restrictions
7 to 16 excluding 9	Shunting not permitted, excluding locomotive exchange and looping. Shunting with undetected stock not permitted.* Stabling of freight wagons is not permitted. Handling of trains to and from Br terminal not permitted. Maximum stabling time tracks 7 and 12 to 16 = 60 minutes.
17 to 20	Maximum stabling time = 180 minutes. Stabling of light locomotive on tracks 17, 19 and 20 is not permitted. Track 19 reserved for intervention by ProRail Traffic Control; no stabling permitted.
21 to 26	Use based on capacity allocation.
tracks 9, 18, 42, 64 and 85	Intended for stabling light locomotive, stating desired staving time to signalman.

* As part of the implementation of the current plan by ProRail Traffic Control, other than as part of rerouting, ProRail Traffic Control can assess the feasibility of the requested capacity request with regard to the shunting of undetected stock after the submission of a supralocal or local order request by a titleholder.

2.2 Use of locally controlled areas[105]

Immediately prior to carrying out shunting or train movements within a locally controlled area, the driver of a train will contact the signalman by means of a logged voice connection to request permission and make arrangements for the exchange of safety information. The signalman may then issue the user instructions to the driver. The driver is obliged to observe such instructions. Prior permission from the signalman is also required to park railway vehicles on tracks in locally controlled areas. Requests can be submitted for permission to use tracks in a locally controlled area:

- If a single route, whose starting, end and any intervening points are identified by means of signal, track or points numbers. A single route is always run in one direction. A route must always be requested from the responsible signalmen.
- If a time-space slot for multiple consecutive movements, in which the physical boundaries of the area in which the movements are to carried out are identified by means of signal, track or points numbers, and the time limits in the form of desired starting and end times.

As soon as a driver has completed a single route entirely within a locally controlled area, the driver will report to the signalman that the requested use has ended and whether any stock remains at the track starting point.

On completion of the use of a time-space slot, the driver will contact the signalman to report whether the slot was used in accordance with the request, the track on which the driver and his traction are currently located and on which tracks vehicles have been stabled.

2.3 Communication of safety messages between driver and the signalman[106]

The railway undertaking and the network manager will apply the rules stated in the 'Regulations concerning communication procedures applicable to safety messages regulations' as regards the communication of safety messages between the driver and the signalman as referred to in the TSI Operations and Traffic Control.These regulations are available for consultation on the Logistics Portal of ProRail.

The forms drafted by the network manager in the Form Manual as referred to in the TSI Operations and Traffic Control are available via the Logistics Portal of ProRail.

105 See Network Statement Chapters 2.8 and 3.3.3.
106 See Network Statement Chapter 2.8

2.4 Procedure after unintended passing

If the driver of a passenger train after the unintended passing of a station reports to the signalman as referred to in Section 6(1) Rail Traffic Decree, the signalman will respond with an instruction as referred to in Paragraph 2 of the aforementioned section, namely with the instruction NOT to reverse the train, but to continue to the next station.
The passengers on the passed station can be informed by means of the public address or travel information system. The train driver will inform the passengers on the train who intended to disembark at the passed station.
The signalman can, however, cooperate in reversing in the cases below.

1. If reversing is possible with safe signals to the passed station, from where departure is possible with safe signals, or
2. if reversing is necessary to a disaster/obstruction on the upcoming route section.

Also in case of these exceptions, reversing is exclusively possible following notification to the signalman.

2.5 Rust-clearance[107]

The corrosion of rails impacts upon the reliable operation of the train detection system. With a view to preventing this, trains are designated by the network manager for the purposes of rust clearance, which apply the working method below.

- The network manager will indicate which tracks and infrastructural elements need to be kept permanently available for the purposes of intervention.
- The network manager will from the traffic control offices monitor the regular rust-clearance running on these tracks and infrastructural elements. Records are also kept of this.
- The designation of rust-clearance trains is not carried out according to plan, but is established by the network manager during the intervention phase, following consultation with the transport operator(s) involved (sort of train, current traffic handling circumstances, etc.).
- Railway undertakings accept that their trains may be directed to a limited degree along uncustomary routes, and that they may have to run according to instructions in the event that the time since the previous use of a particular route exceeds the standard value.
- The network manager will strive to avoid designating passenger trains for rust clearance during peak hours.
- The Network Manager strives to avoid wherever possible the performance of rust clearance running with freight trains heavier than 3,000 tons and with freight trains carrying substance Class A (liquefied flammable gasses, number code 23 in the GEVI code).

3 Safety and the environment

3.1 Rules of cooperation

In terms of agreements concerning the provision of information within the context of the application for, changes to and/or the operation of an environmental permit, the railway undertaking is expected to supply the information requested within the period applicable in each individual case. This information relates to processes and activities that are relevant to the environmental permit and which the railway undertaking carries out or intends to carry out at the railway yard[108] in question. This includes the use of (cleaning) systems and workshops, loading & unloading facilities, the storage of (environmentally) hazardous substances, maintenance operations on rolling stock, etc.; activities for which a permit is required.

3.2 Provision of information

The railway undertaking will provide the network manager with the information below.

- The noise emission data of railway vehicles for passenger transport and locomotives as described in Section 3 of Appendix 8 to the Network Statement.

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107 See Network Statement Chapter 4.8.6.

108 Being a facility as referred to in Section 1.1(1) in conjunction with (3) of the Environmental Management Act in conjunction with Section 1.1(3) Environmental Permit (General Conditions) Act.

- The noise emission data of rail traffic on route sections and railway yards as described in Sections 2.4 and 2.5 of Appendix 8 to the Network Statement.
- Information to support an opinion, notice of appeal, application for provisional measure following the receipt of a (preliminary) decision concerning an environmental permit.
- For those railway yards for which an environmental permits is issued that prescribes the reporting of the number of actions performed: a statement per prescribed reporting period of the number of actions prescribed under the environmental permit as performed on-site by the railway undertaking, as described in Sections 2.2 and 2.3 of Appendix 8 to the Network Statement.

3.3 Code of conduct for mobile refuelling

1. The railway undertaking is permitted to refuel at locations other than those stated in Article 12 of the General Terms & Conditions in the cases below.
   a. Self-propelled work trains, present and operational for the performance of work on the railways, which due to the nature of the work are unable to reach one of the sites designated by the network manager, as referred to in Article 12 of the General Terms & Conditions, including the situation of isolated operation.
   b. Non-self-propelled equipment, present and operational for the performance of work on the railways, which are used at a construction site.
   c. If the refuelling facilities where scheduled refuelling was to take place is defective or cannot be reached due to obstruction of the infrastructure.
2. Application of the exceptions is subject to the conditions below.
   a. The fuel tanks of the work trains and equipment shall be fully filled before commencement of work with the work trains and equipment.
   b. The refuelling of equipment can take place either directly or indirectly in order to power a generator that provides the equipment with electricity.
   c. Refuelling at locations other than those referred to in Article12 of the General Terms & Conditions requires the presence of a combination of facilities and measures as stated in Chapter 3.3 of Appendix 1 in Section 3 of the Netherlands Soil Protection Guideline (NRB[109]) and/or the relevant provisions for temporary stationary systems and delivery units as stated in the PGS 30[110].[11]
   d. Refuelling at a railway yard subject to an environmental permit shall take place in accordance with the relevant provisions.

3.4 Emergency recovery of and repairs to railway vehicles on the main railway infrastructure[111]

Emergency recovery of and repairs to railway vehicles on the main railway network will be carried out by a company holding a valid ILT certification for this work. On the basis of Article 10(??) of the General Terms & Conditions, the responsibility lies with the railway undertaking that has placed the railway vehicle.

Defects may be detected during the technical inspection of a train to be carried out by a railway undertaking. These defects may give rise to emergency recovery and repairs. This concerns repair measures to prevent unsafe situations on the railways in connection with the ascertained train defects.

3.4.1 Emergency recovery

Emergency recovery may be carried out on all railway infrastructure managed by ProRail if the safe running of the railway vehicle or rail traffic can no longer be guaranteed. Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801). If the actual recovery of railway vehicles is required, this ust be coordinated with the

[109] The publication NRB 2012 (Netherlands Soil Protection Guideline) is available for consultation on the website of Rijkswaterstaat.

[110] The publication PGS 30 for liquid fuels – aboveground refuelling facilities and delivery units is available for consultation on the website of PGS projectbureau.

[111] See Network Statement Chapter 3.6.5.

signalman in accordance with the 'Procedure for emergency recovery of railway vehicles on the main railway network' (see the Logistics Portal). In doing so, the safe passage of through train traffic may not be impeded, and work must be carried out safely and without causing damage to the environment[112]. On the basis of the AVV/GCU (General Contract of Use for wagons), Annex 9 (Conditions for the technical transfer inspection of wagons), this concerns the repair of defects falling under categories 4 and 5.

3.4.2 Repairs

On all tracks of 'Zee tot Zevenaar' for which an environmental permit is applicable, repairs with hand tools are permitted when the safe running of a railway vehicle, as referred to in implementing regulation EU 2019/779, requires this. This work is carried out in accordance with the environmental permit, which can be found on the Logistics Portal. These repairs must be coordinated with the signalman in accordance with the procedure for the emergency recovery of railway vehicles on the main railway network (see Logistics Portal) and must not impede other rail traffic. Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801). No environmental damage may be caused. The use of, among other things, lubricant is therefore only permitted with the use of soil protection measures, such as, for example, leakage mats. On the basis of the AVV/GCU (General Contract of Use for wagons), Annex 9 (Conditions for the technical transfer inspection of wagons) this concerns the repair of defects falling under categories 1, 2 and 3 as well as those falling under damage codes 6.1.1.* and 6.1.2.1. (markings), 6.1.7.* (handles, replace steps), 6.5.5.4. (apply dust cap), 6.5.5.6./6.5.5.7. (apply dummy flange) and 6.5.5.9. (apply bolts).

3.4.3 Repair tracks

Repair tracks on 'Zee tot Zevenaar' have been designed for access by large rolling stock. Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801). There is therefore no restriction on the use of tools when the user places soil protection measures before starting work, if necessary. All repair tracks offered and made available by ProRail can be found on the Logistics Portal.

3.4.4 Hot work

For 'hot work' on 'Zee tot Zevenaar', the party carrying out the work must report this to ProRail in advance by means of the notification form for work constituting a fire hazard (see Logistics Portal). The responsibility for safe execution lies (in accordance with the Working Conditions Act) with the contractor. Hot work within 15 metres of a wagon with characteristics for dangerous goods in accordance with VSG-RID substances with a GEVI classification of 3, 4 or 5 is prohibited, unless additional measures have been taken. For Kijfhoek railway yard, in addition to the above, the Kijfhoek Incident Coordinator (088-2313390) must also be notified of where hot work will take place.

3.4.5 Responsibility

Railway undertakings are always responsible for the shunting of railway vehicles from and to the track designated by ProRail Traffic Control, including any necessary movements of third party vehicles on that track, provided the railway vehicle(s) in question are movable.

3.5 Rail safety

3.5.1 Planning

The railway undertaking will ensure that railway vehicles stabled on decommissioned tracks are removed before the start of the possession. Railway vehicles may only be left stabled on tracks under possession in the cases below.

- The network manager has indicated in Btd-planner that such as possible in combination with the work to be carried out, and

[112] If there is no unobstructed passage, or if safety is compromised, or if environmental damage may occur, this is an incident and must be reported to the signalman and be handled in accordance with Article 4.1.2. Train incident handling under the Operational Conditions.

- the railway undertaking has arranged in its safety management system that the measures agreed upon with the network manager through the Allocation Table are carried out when the railway vehicles are immobilised and cut off from tractive power supply, unless supplementary agreements have been laid down in writing in/Btd-planner.The agreed measures are communicated to the railway undertakings through the Allocation Table.
- If it is ascertained during the preliminary consultations that the organisation of supplementary stabling capacity is required, the railway undertaking and the network manager will in consultation determine how and under which conditions supplementary stabling capacity with the correct functionality will be made available.

3.5.2 Use of drag shoes and stop blocks

It is not permitted to use steel brake shoes to prevent a stabled railway vehicle from rolling away. An exception to this is the use of a steel brake shoe that is attached to the railway vehicle. In order to prevent a railway vehicle from rolling away, use is made of the parking brake or handbrake present on the vehicle; alternatively, wooden or plastic stopping blocks may be used that do not pose a risk of derailment if they are run over. On the Kijfhoek railway yard, the use of double steel brake shoes is permitted for slowing down and stopping railway vehicles as part of the uphill process.

3.5.3 Deployment of railway vehicles

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees that all traction vehicles intended for structural deployment on route sections and railway yards with ATB-EG, are fitted with ATB-Vv.
In those cases that a traction vehicle not fitted with ATB-Vv is deployed on route sections and railway yards with ATB-EG, the railway undertaking will analyse the associated risks and take the necessary risk mitigation measures. This analysis will be carried out in accordance with Implementing Regulation (EU) no. 402/202013 on the adoption of a common safety method on risk evaluation and assessment. Moreover, the parties will make additional arrangements regarding the exchange of (safety) information as referred to in Article 4 of Regulation (EC) no. 1078/202012.

3.5.4 Personnel operations

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees personnel operations subject to the conditions below.

1. In 40 km/h areas and after passing a signal that prescribes a maximum speed of 40 km/h, the driver will – except in case of standstill - not use any means of communication other than the safety related communications with the signalman.
2. The change of drivers will only take place when the train is stationary.
3. The railway undertaking ensures the safe performance of checks of and work on rolling stock at railway yards and will provide its personnel with the necessary training and/or instructions. The network manager will in providing management and maintenance strive for safe use of the infrastructure and facilities, including stabling yards and railway yards.
4. The railway undertaking ensures that personnel will only be present on or along the railway tracks in a safe manner and will provide its personnel with the necessary training and/or instructions. The network manager will provide the railway undertaking with easily accessible information on the location of the crossings, tunnels and traversers. The network manager will strive to also promptly provide information on the location of walkways, walking routes, escape routes and parking spaces on railway yards via the Logistics Portal of ProRail.
5. When carrying out work on railway yards, the railway undertaking will ensure that the driver of a moving train does not experience nuisance from the use of light sources and vehicle (lights).

3.5.5 Quality control railway vehicles

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees when running own railway vehicles (lease/purchase/long-term rental) the demonstrable use of measurement data regarding the quality of the FS of wheels, insofar as said railway vehicles are used on route sections provided out with Quo Vadis measurement points.

3.5.6 Reduction of SPAD

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking and ProRail will via the SPAD steering group coordinate their efforts aimed at reducing the number of SPAD incidents.

4 Disasters and external safety

4.1 Incidentmanagement Rail[113]

4.1.1 General responsibilities and agreements with railway undertakings

1. The network manager and the railway undertaking will maintain an operational, tactical and strategic on-duty organisation that is up-to-date, well-trained and accessible/available 24/7:
   a. In response to train incidents (disasters).
   b. For the operational performance of prevention and preparation measures for disasters with a view to lowering the vulnerability of the rail sector (e.g., in case of increased risk of terrorism, extreme weather conditions or large events).
2. The railway undertaking will in consultation make personnel and equipment available for the disaster drills to be organised by the network manager, for which the latter can request infrastructural capacity in accordance with Chapter 3.5 of the Network Statement.
3. The railway undertaking and the network manager will agree on a consultation structure to coordinate matters at operational, tactical and strategic level.
4. The railway undertaking is responsible for providing the network manager with any information that could facilitate effective assistance in accordance with Article 4.2.3.7 of the TSI Operations and Traffic Control and Section 25 Rail Traffic Decree in relation to Article 4.2.2.7.2 of the TSI Operations and Traffic Control. Which information is required and how it will be provided is determining consultation with the network manager. Such will in any event include information:
   - Data required to prepare for the handling of a train incident: the provision, free of charge, of technical rolling stock specifications or vehicle specific instructions. In particular, with a view to salvaging (a stranded train) or rerailing trains, and safe working in and around rolling stock.
   - Contact particulars of alarm centres and on-call services.
   - Data required to evaluate a training incident
5. In accordance with Article 14 of the General Terms & Conditions, the railway undertaking is obliged to provide assistance following instructions by or on behalf of the network manager (Rail Duty Officer) ProRail, by providing suitable equipment and/or auxiliary persons. In providing this instruction, the network manager will after hearing the railway undertaking, take into account the necessary urgency of the assistance and the consequences thereof for the railway undertaking.
6. In accordance with Article 16 of the General Terms & Conditions, the railway undertaking is obliged to follow the instructions of the network manager (Rail Duty Officer) ProRail, with a view to realising the objectives stated in Article 16 Paragraph 2.

4.1.2 Train incident handling

Scenarios

Disasters are subdivided into 20 train incident scenarios. This alarm classification distinguishes 5 categories of disasters, which in turn are subdivided into 4 consequence levels for transport processes and response.

Scenario number	Scenario category
TIS 1	Interruption train service, derailment without victims
TIS 2	Fire
TIS 3	Collision, crash and derailment with victims
TIS 4	Dangerous goods
TIS 5	Suspicious behaviour, suspicious items and bombs

The extensive train incident scenarios are available for consultation on the Logistics Portal of ProRail.

[113] See Network Statement Chapter 2.8

Incident response processes

Incident handling comprises 12 subaspects (incident response processes). These incident response processes are allocated to one or more parties. These parties appoint a subaspect leader for the relevant subaspect.

No.	Incident response processes	Responsibility
1	General management and coordination	Responsibility of the network manager for the rail sector. The on-duty service of a railway undertaking, involved in an incident, will as soon as possible provide notification by telephone and report on site to the general management (Rail Duty Officer).
2	Alarm	The network manager determines the scenario, and issues an alarm call to the railway undertaking on the basis of the chosen scenario and the location of the disaster.
3	Information management	The network manager collects, structures and distributes information. The railway undertaking is responsible for the provision of information relevant to the incident handling.
4	Salvage and control	Responsibility of the public order and safety services, who also have overall management from the perspective of this subaspect.
5	Reception	The railway undertaking is responsible for the reception of: a. its personnel, b. its goods or own passengers in train or at the station, and will make the necessary preparations in this respect.
6	Restoration of traffic function	Responsibility of the network manager.
7	Restoration of transport function	The railway undertaking is responsible for restoration of the transport function and will make the necessary preparations in this respect.
8	Alternative transport	The railway undertaking is responsible for arranging alternative transport for passengers (in accordance with Article 16 Passenger Rights Regulation) and goods, both at the scene of the disaster and elsewhere, and will make the necessary preparations in this respect.
9	Clearing of tracks	Responsibility of the network manager.The railway undertaking is responsible for the: • Safe rerailing and towing of its own rolling stock. • Delivery within a reasonable time of specific tools and equipment if necessary. • Performance of a follow-up procedure on the re-railed rolling stock after arrival at the destination track, or after takeover at the scene of the disaster.
10	Restoration of infrastructure	Responsibility of the network manager.
11	Communications	The railway undertaking is responsible for the communications regarding a disaster and will make the necessary preparations in this respect. The spokespersons of the relevant railway undertakings will coordinate their communications with the spokesperson of the network manager. In case of train incidents whereby the public emergency services are involved, the authorities determine the public information policy as regards victims and public health.The railway undertaking is responsible for the: • Provision of traffic information on the factual situation on the track, whereby the alarming of the various spokespersons is organised and the provision of information is coordinated. • Provision of information on reception, alternative transport and restoration of the transport function. • Spokesperson function during and after the train incident and the required coordination with the authorities.
12	Investigation	Responsibility of legally appointed investigative body and other parties if laid down in regulations or by agreement.

The Rail Incident Management Manual explains how the rail sector is organised as regards the handling of train incidents and provides further elaboration of those processes (available for consultation on the website of ProRail).

4.2 Provision of train composition data[114]

4.2.1 Provision of information on freight trains

The railway undertaking is obliged to provide the network manager with train composition data before the departure of a freight train.

This obligation is applicable on:

- Initial departure on the railways managed by the network manager.
- Passage of the management boundary between a railway managed by the network manager and another railway (= border crossing).

The overview will be sent to the W-LIS[115] (Online system Carriage of Dangerous Goods) no later than 5 minutes prior to the departure and 30 minutes before the passage of a management boundary with DB Netze of Infrabel, in accordance with the Provision of Load Specifications Manual.

The Provision of Load Specifications Manual is available for consultation on the Logistics Portal of ProRail.

4.2.2 Provision of information on the transport of dangerous goods within the meaning of RID/VSG with sets of wagons or (a group of) opposite freight wagons at railway yards

The scheme below applies to the transport of dangerous goods within the meaning of RID/VSG by freight wagons on all railway yards. The railway undertaking provides the manager with information about the position, loading condition and nature of the load of RID wagons. The position of the wagon is indicated by means of the track number and the position of the wagon in relation to other freight wagons on that track. The railway undertaking is responsible for the correctness, completeness and timeliness of its information. The railway undertaking is free to use WLIS also for registration of non-RID wagons.

For the implementation of this obligation, 'on time' means that the railway undertaking registers each movement of an RID wagon and makes the information about it available within a time window of ten minutes before to ten minutes after the movement. To support this registration and provision of information, the manager makes the WLIS system available for use by railway undertakings. The manager ensures the provision of information to the government emergency services. The procedure is described in more detail in the document 'Provision of Load Specifications Manual' and can be consulted via the Logistics Portal of ProRail.

4.2.3 Provision of train composition data for trains other than freight trains

The railway undertaking will via the capacity request provide the network manager with information on the train composition.

5 Operations

5.1 Procedure for the operation of infrastructural elements (including ERTMS)[116]

All railway undertakings that have concluded an access agreement with the network manager shall take measures to ensure that the operation of infrastructural elements by their staff (authorised users) takes place in a judicious manner. The method of operation is laid down in user regulations. Railway undertakings should therefore ensure that their operational staff are both aware of and observe these user regulations. These user regulations are available for consultation on the Logistics Portal of ProRail. These apply, for example, to the use of equipment, such as the operation of a staff box on the platform, a facing point lock or an infrared remote control system, but also procedures relating to ERTMS, such as ERTMS Key Management.

114 See Network Statement Chapter 2.6
115 See Appendix 24 to the Network Statement.
116 See Network Statement Chapter 2.8

The user regulations apply to both direct and indirect users, while they also comprise measures to guarantee the security and confidentiality of the specific information exchanged during the use of certain infrastructural elements.

5.2 Local operating rules[117]

The network manager applies specific operating rules at regional level, with a view to promoting the safe and efficient handling of rail traffic, while taking local circumstances into consideration. These local operating rules are bundled and available for consultation on the Logistics Portal of ProRail. Railway undertakings and the network manager will comply with these rules.

5.3 Operational chain cooperation rules

The operational chain cooperation rules concern agreements between the chain partners on the planning and performance of rail transport. ProRail is working on updating these operational rules as part of the package of measures in the Rail Freight Transport Master Plan. As soon as these are available, they will be published in an addendum to the Network Statement, including the associated consultation.

5.4 Provision of information

The railway undertaking will provide the network manager with information on passenger stock and locomotives required by the network manager for:

- Capacity allocation systems[118].
- Analysis of the tractive power supply system[119].

as described in Section 3 of Appendix 8 to the Network Statement.

117 See the Logistics Portal of ProRail
118 See Appendix 23 to the Network Statement.
119 See Network Statement Chapter 3.3.2.6.

Appendix 7 Operating licences and transport market access (Chapter 2.2.3)

Operating licences
On grounds of the Railways Act, only undertakings in possession of a valid operating licence can make use of the main railway network.[120] Depending on the nature of the operating activities of the railway undertaking in question, certain requirements may or may not be deemed applicable, as set out in the table below.

Type of operating licence	Applicable requirements in terms of:		
	expertise requirements	reputation requirements	creditworthiness
Operating licence in the sense of Directive 2012/34/EU, Chapter III	yes	yes	yes
Limited operating licence exclusively for: • local shunting activities, or • undertaking own transport, or • traffic participation without transport activities	yes	no	no
Limited operating licence exclusively for: • use of the main railway network exclusively for station facilities or exchange facilities in station, or • use of the main railway network under possession with vehicles for performing work on or near the network	no	no	no

Transport licence
By law, market access regulations apply to the provision and delivery of transport services by rail.

These provisions are summarised below per transport market segment. Due to the geographical position of the Netherlands, cross-border transport is limited to transport to/from other EU Member States.

a. Public transport:
- Public passenger transport with trains exclusively stopping at stations in the Netherlands:
  - Transport permit pursuant to Passenger Transport Act 2000, whereby the right to provide transport services is limited to the transport services described in the licence.
- Public passenger transport with international passenger services stopping at only one station in the Netherlands:
  - The railway undertaking shall no later than 10 months before the start of the timetable year in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport this duty of notification also applies to changes in transport.
  - No licence requirement or obligation, no restrictions with regard to transport services.
- Public passenger transport with international passenger services stopping at multiple stations in the Netherlands:
  - The railway undertaking shall no later than 10 months before the start of the timetable year in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport this duty of notification also applies to changes in transport.

[120] Section 27(2)(a) Railways Act.

- The international passenger service is excluded if the ACM, pursuant to Implementing Regulation (EU) no. 869/202014, decides on handling the application that the main objective of the international passenger service is the transport of passengers between stations in the Netherlands.
- The international passenger service can be excluded or limited if the ACM, pursuant to Implementing Regulation (EU) no. 869/202014, decides on handling the application that the transport service would compromise the economic equilibrium of transport services provided under a concession in the sense of Section 20(1) or (3) Passenger Transport Act 2000.

b. Passenger transport, other than public transport
   - Open market access, no restrictions for transport between stations in the Netherlands or cross-border transport to/from one or more stations in the Netherlands.

c. Freight transport
   - Domestic and cross-border freight transport: open market access, without restrictions.

d. Non-carrying rail traffic (trial runs, empty rolling stock movements, etc.):
   - Open market access, without restrictions.

Appendix 8 Reports (Chapter 2.9)

1 General

In order to comply with statutory obligations and to implement the management concession, ProRail draws up reports of noise emissions and the external safety risks related to use of the railway infrastructure.In addition, ProRail requires transport information from the railway undertaking in the context of the assessment of transfer safety. Railway undertakings shall to this end provide ProRail with information relating to their operational activities. The required information is further described in Section 2 of this appendix.
To limit the administrative burden on railway undertakings, ProRail will in drawing up the reports make as much use as possible of information that has already been collected and stored in ProRail systems for other purposes. ProRail will only submit a separate supplementary request to the railway undertakings for provision of information that ProRail has not been able to collect itself.

ProRail will in all cases that concern reports prescribed by law, and in those cases that ProRail cannot provide the necessary information, request the railway undertakings to provide the correct or supplementary information. The railway undertaking will within the set response time provide the requested supplements and corrections, thereby enabling ProRail and the railway undertaking to fulfil the obligations described by law or the permits.

Section 3 of this appendix describes the information on types of railway vehicles that railway undertakings shall provide to ProRail.

2 Reports on external safety, noise emissions and transport data

The reports and transport data to be provided by railway undertakings to ProRail will comprise:
1. Reports with regard to external safety risks on route sections
2. Reports with regard to external safety risks at railway yards (standard situation)
3. Reports with regard to external safety risks at railway yards (exceptional situation)
4. Reports with regard to noise emissions on route sections
5. Reports with regard to noise emissions at railway yards (exceptional situation)
6. Transport data per station relationship
7. Transport data per train

2.1 External safety on route sections

In drawing up the annual report with regard to the external safety relating to the transport of shipments of dangerous goods on route sections, ProRail makes use of the information provided to ProRail by the railway undertakings via the W-LIS system (online registration system for the transport of dangerous goods) as part of their obligations under Section 4 Rail Traffic Decree.

ProRail will in the future make use of classifications into risk categories in accordance with the RID system.

2.2 External safety on railway yards (standard situation)

Railway yards that according to current environmental permits are authorised to handle shipments of dangerous goods are subject to an annual reporting obligation. In drawing up these reports, ProRail uses information provided by the railway undertaking via the W-LIS system as part of their obligations under Section 16(1) Rail Traffic Decree.

ProRail will request railway undertakings to provide specific supplementary information regarding operations performed per railway yard per year:
- Shunting movements: the number of tank wagons/containers involved in shunting operations (separation/coupling of train sets, travel at railway yards).

- Loading/unloading: per railway yard, the number of tank wagons/containers that have been loaded/unloaded.
- Stabling: the number of wagons/containers stabled at railway yards.

The process below applies to requests for supplementary information.

- ProRail will provide a railway undertakings that, according to the registrations in W-LIS, perform arrival and/or departure operations involving trains with wagons/containers loaded with dangerous goods with a specification of the number of loaded wagons/containers with dangerous goods forming part of their trains arriving at or departing from the railway yard in question. The railway undertaking is required - following any corrections or supplements - to complete the statement with information on the operations.
- ProRail will in this statement make use of classifications into risk categories in accordance with the RID system.
- The railway undertaking will organise its operating processes in such a manner that the requested information can be provided.
- The railway undertaking will deliver this information within one month of ProRail making the statement available.

2.3 External safety on railway yards (exceptional situation)

Some railway yards subject to more strict requirements in terms of environmental permits. Supplementary requirements may be applicable here. Further information on the obligations applicable at railway yards where a deviating report is prescribed is available on the Logistics Portal of ProRail.

2.4 Noise emissions by railway traffic on route sections

ProRail shall each calendar year submit a compliance report to the Minister of Infrastructure and Water Management regarding compliance with statutory noise limits. ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil these obligations, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

2.5 Noise emissions by rail traffic (shunting) at railway yards (exceptional situation)

A specific reporting obligation is stated in the environmental permit for Oss – Elzenburg railway yard. The railway undertaking shall keep records of all shunting movements.

2.6 Transport data per station relationship

ProRail is responsible for the capacity of transfer infrastructure, and in this regard deals with capacity tests, design and investment issues. In order perform these tasks, ProRail requires transport data in the form of station relationship matrices. Further agreement can be made about the manner in which this information is provided to ProRail.

2.7 Transport data per train

ProRail is responsible for transfer safety. In this context, ProRail conducts an annual safety assessment of platforms on the basis of up-to-date and realistic information. For this, it requires information on the number of boarding and disembarking passengers per train and per location (station and platform(-side)), as well as information on train length or composition. Further agreement can be made about the manner in which this information is provided to ProRail.

3 Reports on passenger stock and locomotives

The reports on passenger stock and locomotives provided by the railway undertakings to ProRail will include the particulars of stock types being used on the infrastructure managed by ProRail, as well as the particulars of overhauled stock types of which the (original) particulars have changed.

The Logistics Portal of ProRail includes a format with a specification of the information to be provided. This website also offers a list of stock types on which ProRail already has the necessary particulars.

This concerns information for:

1. Capacity allocation systems
   The capacity allocation systems make use of a railway vehicle database. The railway vehicle database is also used for the calculation of running times. In the absence of such information, a railway undertaking may request the use of data already available in the railway vehicle database. ProRail will, if possible, comply with such as request, whereby any damage, either tangible or intangible, resulting from the use of these data will be at the expense and risk of the railway undertaking concerned.
2. Analysis of the tractive power supply system
   The tractive power supply system shall be suitable for railway vehicles powered by electricity. To this end, analyses are carried out whereby the specifications of these railway vehicles are required.
3. Control of noise emissions
   When new or overhauled passenger stock locomotives are granted access to the main railway network in the Netherlands, the railway undertakings operating this stock will provide ProRail with noise emission data on these railway vehicles within three months of taking them into use. This applies:
   - to railway vehicles for which no type approval and admissions certificate has been issued on 1 January 2008, and
   - to railway vehicles to which after 1 January 2008 physical changes have been made with significant consequences in terms of noise emissions.

In case of passenger stock and locomotives used on the open track, the emission data shall be gathered and reported in accordance with Procedure A of the CROW publication Technical Regulation Emission Methods 2006.[121]

As regards passenger stock and locomotives used on railway and/or shunting yards, the emission data shall be gathered and reported in accordance with the Measurement Protocol Railway Yards version 10-11-2005 drawn up by TNO on the instructions of ProRail.[122] In deviation from the data to be provided as described in Chapter 7 of the Measurement Protocol Railway Yards, measurements are not required for the aspects ‘Braking to standstill’ and ‘Curve noise in points’. In deviation from the data to be provided as described in Chapter 7 of the Measurement Protocol Railway Yards, measurements are not required for the elements ‘Braking to standstill’ and ‘Curve noise in points’.

[121] Reference to this publication is made by Annex IV of the Rail Traffic Noise Calculation & Measurement Regulations 2012.

[122] This measurement protocol prescribes that the measurements comply with those stipulated in the Industrial Noise Measurement and Calculation Manual 1999, reference to which is made in the Rail Traffic Noise Calculation & Measurement Regulations 2012.

Appendix 9 Route sections with user restrictions (Chapter 3.4.1)

Stated in this appendix are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded. Additionally, the use of route sections may also be subject to other restrictions not stated in this appendix, such as speed restrictions or restrictions in choice of route, which are however not of an exhaustive nature. ProRail will on request provide railway undertakings with further information on all current functional/capacity restrictions on the use of route sections and railway yards.

No.	Route section	Structure	User restriction
1	Riekerpolder Aansluiting – Hoofddorp	Schipholtunnel	Local restriction on freight transport: Freight transport not permitted, with the exception of work and maintenance trains.
2	Den Haag Moerwijk – Delft Aansluiting	Tunnel Rijswijk	Local restriction on freight transport: no transport of dangerous goods permitted. Exception: the transport of batteries to and from the Leidschendam-Voorburg workshop is permitted.
3	Barendrecht Aansluiting – Kijfhoek Aansluiting Noord	freight tracks (BE, CE and DE) in Barendrecht underpass	Passenger transport is not permitted.
4	Valburg – Nijmegen Betuweroute	Track in connecting curve near Elst richting Nijmegen (return)	Maximum train length including traction 513 m.
5	Rotterdam Lombardijen – Kijfhoek Aansluiting Noord	passenger tracks (HJ, JJ, KJ and LJ) in Barendrecht underpass	Tracks to be used exclusively by trains for: • passenger transport • transfer of empty passenger stock • light engine runs • transfer of maintenance machines (without freight wagons) • measurement journeys • work trains for local work
6	Wierden – Raalte	Tunnel Nijverdal	Local restriction on freight transport: freight transport not permitted, with the exception of trains for the management and maintenance of the Wierden – Raalte route section, including the supply and removal of required equipment and materials.

Passenger transport restrictions
The route sections below can be used for trains offering (private) passenger transport only after consultation 3.4.1 with ProRail.

Railways between the locations	Railways at the following locations
Haren – Waterhuizen Amersfoort – Leusden Nootdorp – Leidschendam werkplaats Lage Zwaluwe – Moerdijk Lage Zwaluwe – Oosterhout Weststad Lewedorp – Sloehaven Terneuzen – Sas van Gent Grens Terneuzen Aansluiting – Axel Aansluiting Sluiskil Aansluiting – Sluiskil Weert – Budel Grens Sittard – Born Maasvlakte – Kijfhoek (forming part of the Havenspoorlijn) Kijfhoek – Zevenaar (A15-tracé)*	Haven van Amsterdam, Westelijk havengebied Haven van Amsterdam, Hemhaven Haven van Amsterdam, Houtrakpolder Utrecht, Industrieterrein Lage Weide Delfzijl, stamlijn Havenschap Dordrecht, Zeehaven Dordrecht, De Staart Maastricht, Beatrixhaven Eemshaven Industrie Vlissingen, Sloehaven Zwijndrecht, Groote Lindt Roosendaal, Industrieterrein Alphen aan den Rijn, Industrieterrein Rijnhaven Tilburg, De Loven Venlo, Tradeport Almelo, Bedrijvenpark Twente Arnhem, gemeentelijke stamlijn Oss Elzenburg

* Prior consultations do not apply to the ICE Amsterdam - Frankfurt (return) on the A15 route section between Meteren and Elst (return) in case of scheduled work and disasters on the Utrecht – Arnhem (return) route section, whether or not subject to planned rerouting.

It is not permitted on the railway yards on the Betuweroute (A15 route and Havenspoorlijn) to let passengers board and disembark unless evacuation is necessary in the context of incident response (fire in train and/or stranded train).

Appendix 10 Infrastructure projects and studies (Chapter 3.7.2)

This appendix consists of three parts:

1. Infrastructure projects
   The infrastructure projects involve extensions or improvements of the infrastructure that are expected to become available for use in the period up to and including 2024.
   Column headers in the tables of the infrastructure projects have the meaning below.
   - description: list of projects sorted according to corridors
   - realisation approval: realisation budget made available
   - planned date: originally planned commissioning date (ready for operation)
   - revised date: if applicable, a revised planned commissioning date (ready for operation)
   - commissioning feasibility: the probability of realising the planned commissioning date, making use of the probability statuses below.
     - Uncertain : from 50% to 80%
     - Probable : from 80% to 95%
     - Certain : from 95%

2. Infrastructure study projects
   The infrastructure study projects are studies being or to be carried out by ProRail into infrastructural changes that are necessary to accommodate traffic development in the medium term (2019 – 2024), including within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT) of the Ministry of Infrastructure and Water Management.

3. Performance of capacity-enhancement plans
   An overview per congestion statement on the manner of performance of the capacity-enhancement plans. Titles in the table have the meaning below.
   - Bottleneck: the cause of the congestion statement.
   - Measure: a description of the measure included in the capacity-enhancement plan.
   - Status: the project phase of the measure.
   - Ready for operation: the date on which the measure, according to current insight, is ready for operation.

   Where it is ascertained that the bottleneck is removed within a current project, the status and the ready for operation date are indicated for the project.
   The list states congestion statements and resulting measures until the measures are finalised.

1 Infrastructure projects

List of planning dates function changes infrastructure projects to end 2024				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Amsterdam - Den Haag - Rotterdam – Dordrecht				
Dordrecht and Zwijndrecht, external safety measures: remove and optimise points safety; Ddr platform tracks 1 and 2 converted into phase 1	Yes	2019		Probable
Haarlem: optimisation railway yard	No	2021		Uncertain
Hoofddorp stabling yard, measures for small reduction in running time	Yes	2020		Probable
Hoofddorp Midden, removal and new points railway yard and 2 switch points for 80 km/h on Hoofddorp - Leiden	Yes	Nov 2018		Uncertain
Leiden: remove various tracks and points	Yes	2019/202020		Uncertain
Rotterdam Centraal: ready for Eurostar operation	Yes	Mar 2018		Probable
Rijswijk - Delft Zuid PHS, 4 tracks	Yes	2024		Probable
Amsterdam - Utrecht - Maastricht/Heerlen				
Geldermalsen: Side platforms operational, rack 506; 750 m, current platforms are phase 1, Meteren freight holding track 750 m (South–North direction)	Yes	2020		Probable
Geldermalsen: Merwede Lingelijn freed up (3rd track)	Yes	2021		Probable
Geldermalsen ready for PHS: 06/06/02 timetable	Yes	2021		Probable
Boxtel: remove 'superfluous' points	No	2019/202020		Probable
Eindhoven, track simultaneousness at railway yard for PHS and Westzijde capacity bottleneck	No	PM		
Amsterdam/Schiphol - Den Helder				
Uitgeest, PHS Unbundle railway yard and increase capacity for 6 InterCity trains and 6 Sprinters on the Zaanlijn	No	2024		Probable
Amsterdam/Amersfoort - Zwolle – Groningen				
Hoogeveen, speed increase	No	II 2021		Uncertain
Amersfoort; remove various points between the platforms and East side of the station	No	2021		Probable
Onnen Zuid congestion statement Groningen-Zwolle measures	No	III 2019		Probable
Zwolle - Herfte, resolve stabling capacity bottleneck in Zwolle	Yes	2019		Probable
Zwolle - Herfte, resolve track capacity bottleneck (track doubling Zwolle - Herfte)	Yes	II 2021		Probable
Zwolle, realise simultaneousness around Zwolle railway yard by adjusting tracks and points	Yes	Jul 2018		Certain
Groningen Spoorzone, 4-tracks Groningen - Groningen Europapark incl. new stabling yard with 118 wagon units for Arriva and 68 for NS remove existing stabling yard	Yes	II 2020		Uncertain
Groningen Spoorzone, station expansion and Regionet collection	Yes	2022		Uncertain
Rotterdam/Den Haag – Utrecht				
Gouda: remove various points and tracks 4, 6 and 9	Yes	Nov 2019		Uncertain
VleuGel; Utrecht (Amsterdam Rijnkanaal) - Utrecht Centraal (4 tracks)	Yes	Dec 2018		Probable

List of planning dates function changes infrastructure projects to end 2024				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Utrecht - Arnhem - Zevenaar				
Arnhem change platform track 4 into 2-phase platform	No	2019	2020	Uncertain
Spoorzone Ede, remove freight yard	Yes	III 2019		Probable
Spoorzone Ede, commission side platform (spoor 5), decommission platform track 4	Yes	IV 2019		Probable
Spoorzone Ede, commission track 4 with adjacent central platform	Yes	II 2020		Probable
Spoorzone Ede, station and track lay-out ready for PHS	No	2021		Probable
Driebergen-Zeist, commissioning of new southern tracks and relocated platforms	Yes	Aug 2018		Probable
Driebergen-Zeist; realise reversing facility, 2 extra overtaking tracks (4 tracks) and cancel 2 level crossings and new station building	Yes	2020		Probable
Maarsbergen, cancel N226 level crossing by means of tunnel	No	2024		Uncertain
SAAL corridor				
Diemen, (2nd phase) switches and reversing facility	No	2023		Probable
OV SAAL KT; Amsterdam RAI cancel TSB, speed to 130km/h	Yes	III 2019	II 2019	Probable
OV SAAL MLT - Transfer	No	2024		Uncertain
Zuidas Dok: realise switch point and scissors crossover between RAI and Zuid and cover Britten Passage	Yes	2019/202020		Uncertain
Zuidas Dok: remove switch point and scissors crossover between RAI and Zuid	Yes	2022		Uncertain
Zuidas Dok: expand platform and broaden Minerva Passage	Yes	2021-2023		Uncertain
High Frequency Rail Transport Programme (PHS)				
Amsterdam Sloterdijk, reversing facilities from direction Zaandam, Haarlem and Schiphol	No	IV 2021		Probable
Nijmegen, switch point from track 3b to track 2	No	IV 2019		Uncertain
Tilburg, 4th platform track with limited accessibility	No	2021		Probable
Tilburg, accelerated arrival 4th platform track incl. signal optimisation Breda-Tilburg	No	2023		Probable
Amsterdam CS, decommission dual track rail courses	No	2021		Uncertain
Breukelen, signal optimisation	No	PM		
Utrecht – ‘s Hertogenbosch, integral signal consolidation	No	PM		
‘s Hertogenbosch-Vught, phasing step: 2-track (1 track decommissioned); line speed 80 km/h over 5.5 km	No	2021		Uncertain
Rhenen, extra platform track	No	PM		
Stations and station modifications				
Amsterdam CS: Bicycle storage station square; shorten track 1 by 60m	No	2020		Uncertain
Amsterdam CS: Bicycle storage station square; extending track 1 by 60m	No	2021		Uncertain
Den Haag CS, conversion railway yard, recommission tracks 11 and 12 again suitable for heavy-rail	No	III 2021		Uncertain
Den Haag CS, conversion railway yard	No	2023 - 2025	2024	Uncertain
New stops				

List of planning dates function changes infrastructure projects to end 2024				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Leeuwarden Werpsterhoek, new stop	No	PM		
Zwolle Stadshagen, new stop	Yes	Dec 2017		
Station Bleiswijk-Zoetermeer	Yes	Dec 2018		Probable
Stabling and handling				
Hoofddorp stabling yard, realise simultaneousness, expand stabling capacity and extra reversing track	No	2022	2023	Probable
Uitgeest, PHS: Heerhugowaard stabling yard, 63 wagon units, accessible from Alkmaar and Schagen.	No	2024		Uncertain
Uitgeest, PHS: Uitgeest stabling yard, 75 wagon units incl. access via third track	No	2024		Uncertain
Amsterdam Westhaven, storage yard passenger rolling stock 125 wagons.	No	IV 2022		Probable
OV SAAL MLT - Lelystad stabling yard; 36 wagons	No	2021		Probable
Eindhoven, expand stabling capacity with 50 wagons module 4 (PHS)	No	II 2020		Uncertain
Eindhoven, expand stabling capacity passenger rolling stock wih 35 wagons (Module 1, Quick Win)	No	IV 2020	IV 2021	Uncertain
Den Helder, Expand stabling yard with 8 wagon units	Yes	Sep 2018	Sep 2018	Certain
Leidschendam, Expand stabling yard with 24 wagon units		Dec 2017	Dec 2017	Realised
Amersfoort, Expand stabling yard with 45-60 wagon units	No	Jul 2020	Jul 2020	Uncertain
Den Haag Binckhorst, Expand stabling yard with 20 wagon units	No	Apr 2019	Dec 2019	Probable
Rotterdam, Expand handling capacity with 42 wagon units	No	Mar 2019	Dec 2019	Probable
Rotterdam, Expand handling capacity with 24 wagon units	No	Aug 2019	Dec 2019	Probable
Roosendaal, Expand stabling yard module A: 71 wagon units	No	Jul 2021	2022	Probable
Roosendaal, Stabling yard module B: Upgrade existing stabling and handling yard, tracks 11 to 14 and 17 thereby reducing 4 wagon units	No	III 2022		Probable
Leidschendam, Expand stabling with 8 wagon units	No	Dec 2018		Probable
Watergraafsmeer, Expand stabling yard	No	PM		
Watergraafsmeer infrastructure tracks, making infrastructure track suitable for 30 wagons, handle according to stabling capacity	Yes	IV 2019		Uncertain
Emmen, increase stabling capacity	No	2020		Uncertain
Other projects, etc.				
Blerick: Replace S-sign track 108 with operated signal.	Yes	Mar 2018	Jul 2018	Uncertain
Replace/renew Caland Bridge	N/A	2021		Probable
Delfzijl, remove railway yard	Yes	I 2019	III 2019	Uncertain
Heerenveen increase energy supply; replace SS with OS		Dec 2017		Realised
Hengelo, increase useful platform length of track 11 so that trains from Keolis in Bielefeld can stop at platform 11 in Hengelo.		Dec 2017		Realised
Horst-Sevenum remove points and third track		III 2019	Lapsed	Cancelled
Reversing facility Achterhoek Terborg, Aalten, Lichtenvoorde		Dec 2017		Realised
Landgraaf - Herzogenrath (border), electrification of route section	Yes	IV 2018	IV 2018	Probable

List of planning dates function changes infrastructure projects to end 2024				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Leeuwarden, simultaneousness Lw-Sk/Hlg-Lw, speed increase arrival Sk and Hlg, increase speed Mtg-Sknd two 130km/h and service track Lw	No	2020		Uncertain
Maastricht - Visé; realisation ATB EG and Vv to border	No	2021	2020	Probable
Maastricht Noord, station expansion (2nd phase): service Sittard - Maastricht	No	II 2019		Uncertain
Meppel - Leeuwarden; energy increase	Yes	Dec 2017	Mar 2019	Probable
Naarden-Bussum, speed increase from 80 km/h to 130 km/h	Yes	IV 2019		Certain
Roosendaal - Vlissingen remove various points	Yes	2019		Probable
Strengthen tractive power supply Brabantroute	No	IV 2019		Uncertain
Watergraafsmeer, noise barriers (On hold and dependent on municipal decision-making)		PM		
Zutphen: relocate signal 114	No	III 2019		Probable
Facilities for maintenance of NedTrain Flirt trains: locations Nijmegen + Eindhoven + Arnhem + Zutphen		Dec 2017		Realised
Regional lines				
Coevorden restructuring railway yard	Yes	Oct 2018		Uncertain
Emmen Zuid; track-doubling + 2nd platform	No	I 2019	2020	Uncertain
Franeker and Harlingen, platform extension by 30m		May 2018		Realised
Gouda - Alphen, HOV stop Boskoop Snijdelwijk		Dec 2017		Realised
Gouda (-Alphen), stabling, reversing and service facilities 12 wagons for train service Gouda-Alphen aan de Rijn	No	II 2020	II 2021	Uncertain
Gouda Alphen, HOV stop Waddinxveen Triangel		Feb 2018		Realised
Groningen-Nieuweschans, speed increase from 100 km/h to 120/140 km/h	No	IV 2020		Uncertain
Infrastructure measures for quarterly service Valleilijn	No	IV 2021		Uncertain
Leiden - Utrecht, HOV Frequency increase realisation new stops Zoeterwoude and Hazerswoude	Yes	PM		Uncertain
Maaslijn (Nijmegen - Roermond), electrification	No	IV 2021	2022/202023	Uncertain
Maaslijn (Nijmegen - Roermond), partial track doubling and curve adjustments (speed measure)	No	IV 2021		Uncertain
Ommen, provide station with 2 island platforms and signal consolidation	Yes	Jul 2019		Uncertain
Passing track Gouda - Waddinxveen	No	III 2021	PM	Uncertain
Roodeschool - Eemshaven, new railway line including new stops Roodeschool and Eemshaven		Mar 2018		Realised
Track doubling Heerlen-Landgraaf	No	IV 2021		Uncertain
Vallei Line, extra sub-station Lunteren	Yes	Nov 2018		Probable
Vallei Line, platform extension for FLIRT stock	No	I 2019		Uncertain
Vallei Line, RMCA follow-up phase measures to increase robustness (RMCA)	No	IV 2020		Uncertain
Valleilijn, RMCA follow-up phase measures to increase robustness: Counters	No	IV 2018		Uncertain
Zevenaar - Didam, track doubling and speed increase (120 km/h); Didam - Wehl (130km/h)	Yes	Sep 2019		Probable
Zwolle - Wierden, study extra train, speed increase Zwolle-Heino and Nijverdal-Wierden	Yes	Dec 2017		Realised
Zwolle-Kampen electrification (start trial operation)	Yes	Nov 2017		Realised
Groningen - Leeuwarden, extra through train	Yes	IV 2020		Uncertain

List of planning dates function changes infrastructure projects to end 2024				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Freight				
ECT Maasvlakte; interface ProRail safety measures and ECT for accelerated arrival and departure	No	III 2019		Probable
HoekseLijn: final safety measures freight track	Yes	Oct 2018		Uncertain
Rotterdam Maasvlakte locomotive workshop, connecting the new locomotive workshop to ProRail safety measures	N/A	III 2019		Probable
Sittard-Geleen, realisation Zuidelijke Spooraansluiting Chemelot	No	2022		Uncertain
Sloe electrification holding sidings	No	2022		Uncertain
Replace Botlekbrug with higher bridge	Yes	Sep 2018	Sep 2019	Uncertain
Waalhaven and Pernis: remove points	Yes	Dec 2018		Probable
HoekseLijn: realisation of freight transfer track. Freight traffic possible Schiedam to/from Vlaardingen	Yes	Feb 2018	PM	Uncertain
Zevenaar step 4a: connection 3rd track Zevenaar - Zevenaar Grens	Yes	IV 2018		Certain
Zevenaar step 4b: connection 3-tracks Germany to Dutch 3-track situation	Yes	2022		Uncertain
Zevenaar step 3: connection German ERTMS level baseline 3 2 Dutch ERTMS level 2 baseline 2.3.0.d	Yes	2022		Uncertain
Venlo: connection TPN Rail terminal to Horst=Sevenum - Blerick route section, incl. freight holding track on Eastside of connection.	Yes	IV 2019		
Havenspoorlijn, Waalhaven-Zuid restructuring railway yard for current and future process	No	2021		Probable

2 Infrastructure study projects

ProRail makes an inventory of potential future capacity bottlenecks on the main railway infrastructure and performs studies that result in proposals to prevent congestion in the future. This activity ensues from the Management Concession, which states: 'Included under this care is the preparation and performance of the expansion of the main railway network'.[123]

MIRT studies
For an overview of current studies commissioned by the Ministry of Infrastructure and Water Management within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT), refer to the 2018 National Budget (MIRT, plan studies and realisation table).

High Frequency Rail Transport Programme (PHS)
ProRail is developing plan detail studies for the High Frequency Rail Transport Programme, divided into six corridors

1. Alkmaar – Amsterdam
2. Amsterdam – Eindhoven
3. Schiphol – Nijmegen
4. Den Haag – Breda
5. Breda – Eindhoven
6. Schiphol – Amsterdam – Almere – Lelystad (SAAL)
7. Goederen Zuid (Meteren – Venlo).

A number of infrastructure projects are being developed under these corridors. The planned realisation dates of these infrastructure projects can be found in the List of planning dates function changes infrastructure projects in Appendix 10.

Spoorplan Noord Nederland
Spoorplan Noord-Nederland (North Netherlands Railway Plan) has considerably increased the possibilities for travelling by train in the north of the country, which has resulted in faster connections in the region and to the Randstad conurbation. The new Eemshaven station, the Assen - Groningen rush-hour shuttle and the extra Sprinter Leeuwarden - Meppel are products that have already been realised. Many more adjustments to the track will follow in the coming period. For example, the section between Zwolle and Herfte will be expanded with two extra tracks, the section between Leeuwarden and Groningen will be double-tracked at various places and a new stabling yard will be built in Groningen. All these modifications are necessary to increase the railway capacity so that more travel options, train connections, can be offered, so that the transfer at the major stations can be improved and the travel time to the Randstad can be shortened. Spoorplan Noord Nederland has an investment volume of approximately € 1 billion (via various financing flows) of which around three quarters is currently under implementation.

ERTMS
The rollout scope of the ERTMS programme was adjusted in 2018. This was announced in the 9th progress report on the ERTMS programme to the Lower House (reference IENW/BSK-2018/180409 of 19 October 2018).

[123] Article 2 Paragraph 2 Management Concession 2015 - 2025.

The rollout scope is determined as shown in the figure below.

The rollout planning is shown in the table below.

Hanzelijn test section including Lelystad yard (2026)					
Rollout area A (North)			**Rollout area B (South)**		
A1	OV SAAL east	2027-2029	B1	Kijfhoek - Belgian border	2026-2028
A2	Hoofddorp - Duivendrecht	2027-2029	B2	Roosendaal - 's-Hertogenbosch	2028-2030
A3	Utrecht - Meteren	2028-2029	B3	Meteren - Eindhoven	2029-2031
			B4	Eindhoven - Venlo	2029-2031

3 Performance of capacity-enhancement plans

Measure	Status	Ready for operation
Congestion statement 2009 (2010 Timetable), entire Waalhaven Zuid railway yard		
Bottleneck: • Stabling yard for locomotives • points 207 a/b – 211 a/b (scissor points RSC)		
Plan study started. Besides infrastructure measures, ProRail also looks at process measures (better utilisation)	Q4 2016 start development preferred variant 1st phase.	around 2022
Congestion statement 2011/02, Watergraafsmeer railway yard		
Bottleneck: The requested stabling capacity exceeds the available stabling capacity. The capacity-enhancement plan proposes the measures below.		
ProRail is looking into the possibility of expanding the stabling and service capacity by 31 wagon units at the end of 2015. This will be achieved by creating an alternative location for the function of the infrastructure tracks and using the released space for extending the stabling and service capacity. The activities of ProRail AM at Watergraafsmeer will be inventoried and an alternative location will be realised where necessary.	Plan development, discussion on the scope has delayed the project.	Not yet known
Congestion statement 2011/03, stabling capacity Hoofddorp railway yard		
Bottleneck: The requested stabling capacity exceeds the available stabling capacity. The capacity-enhancement plan proposes the measures below.		
Realisation of 'Hoofddorp stabling yard, expansion stabling capacity' project	The available budget is not adequate for the project. Consultations have been held with stakeholders on what can be realised (stabling and/or reversing functionality) within the available budget. Plan development started.	Not yet known
Congestion statement 2012/03, Station Leeuwarden		
Bottleneck: NS Reizigers has requested capacity on track 3 for train servicing, Arriva has requested capacity on track 3 for its regular train service. It has been concluded within the capacity-enhancement plan that a solution is being sought within the Robust Track project in Leeuwarden for the conflict on track 3 that has led to the congestion statement. No financing has been found for this project. At the request of all parties involved, ProRail is now exploring the possibility of improving the service and handling capacity at the Leeuwarden railway yard.		
Realise simultaneousness for platform tracks 1 and 2 so that Arriva no longer needs track 3 for its train service.	Plan development	2020
Congestion statement 2012/04, station Groningen		
Bottleneck: NS Reizigers has requested capacity at track 7a for train servicing, Arriva has requested capacity at track 7a for its regular train service. The capacity-enhancement plan ascertains that an operational solution for the bottleneck as referred to in the congestion statement will be provided in the short term. It is assumed for the longer term that the Samenwerkingsverband Noord Nederland (SNN) will initiate a change to the Groningen railway yard. This change will include an increase in the available stabling and service capacity.		

Measure	Status	Ready for operation
The bottleneck is been resolved in project Groningen, Spoorknoop.	Realisation started	2020
Congestion statement 2013/02, Operation Utrecht Leidsche Rijn		
Bottleneck: A 3rd and 4th Sprinter on Utrecht Centraal – Woerden has been requested for the 2013 timetable. The new Sprinter Utrecht Centraal – Woerden Molenvliet will run in 15-minute intervals with the Sprinter Utrecht Centraal – Den Haag Centraal. As the operation of Utrecht Leidsche Rijn by the Sprinter Utrecht Centraal – Den Haag Centraal leads to tightness in the timetable, a congestion statement has been drawn up. Because: • there are options that shall be realised in the timetable before 2018, • the Ministry of Infrastructure and Water Management has instructed ProRail to prepare an application for the capacity expansion (4 tracks) over the Amsterdam Rijnkanaal (one of the four solution variants, forecast completion end 2018, subject to change), no other infrastructure options were studied in the capacity analysis and, subsequently, presented for a capacity enhancement plan.		
Completion 4 tracks over Amsterdam Rijnkanaal.	Realised	Second quarter 2018
Congestion statement 2013/03, Route section Zwolle – Herfte Aansluiting		
Bottleneck: The congestion statement ensues from the capacity requests of Arriva (4x per hour per direction Zl-Cv), NS Reizigers (4x per hour per direction Zl-Gn and 2x per hour per direction Zl-Lw). The transport operators have indicated that all trains, with the exception of two trains Zl-Co, shall fall within the Zwolle node. It has proven not possible to allocate the requested capacity on this route section. The capacity enhancement plan ascertains that a solution to this bottleneck is included in the development of the Zwolle Spoort project.		
Zwolle Spoort project	Plan development has started	2021
Congestion statement 2013/04, Arnhem - Zevenaar		
Bottleneck: The capacity problem consists of two elements: 1. The tight transfer connection in Arnhem between the regional trains to/from Doetinchem (Arriva/Hermes) and the IC trains to/from Utrecht. 2. The time slot relationship of these regional trains with the ICE (NS Hispeed). When the ICE departs in the direction of Germany, the regional train leaves Arnhem four minutes earlier and subsequently waits for four minutes in Zevenaar. These problems cannot be resolved on the current infrastructure. To resolve the capacity conflict between Arnhem and Zevenaar, ProRail advises track doubling on the Zevenaar – Didam route section and speed increase on the Zevenaar – Wehl route section. Consultations are currently underway between ProRail and regional licensing authorities on the financing of the measures.		
Track doubling Zevenaar - Didam	The Province of Gelderland has made € 41.5 million available for realisation of the track doubling Zevenaar-Didam and speed increase Zevenaar Wehl. Preferred variant determined in 2nd quarter 2015.	Expected 2018/ 2019
Speed increase Zevenaar - Wehl	ditto	ditto
Congestion statement 2013/10, Zwolle railway yard		
Bottleneck: Intensification of the Arriva train service (Zwolle-Emmen) and NSR (Hanzelijn) has led to insufficient capacity for stabling and the performance of necessary processes at the railway yard.		
The detailing of the measures to resolve the capacity bottleneck at Zwolle will form part of the Zwolle Spoort project.	Plan development	2020

Measure	Status	Ready for operation
Congestion statement 2014/05, Dordrecht railway yard		
Bottleneck: The total of capacity requested for the stabling of rolling stock in Dordrecht exceeds the available capacity by 32 (night-time stabling) and 24 wagon units (between peak hours), respectively.		
The improvement plan advises the Ministry of Infrastructure and Water Management to give an instruction for the plan development of Phase 1 Dordrecht Vlaakweg for at least 32 wagon units.	Capacity expansion Vlaakweg is on hold. As an alternative, NS is exploring whether Roosendaal could be an alternative to Vlaakweg. Some of the necessary funds are provided for in the action plan for short-term measures.	Not yet known
Congestion statement 2014/06, Sloe railway yard		
Bottleneck: With multiple transport operators active at Sloe railway yard and the increased need for electric traction for arriving and departing trains, the use of the available electrified arrival and departure tracks are a regular source of conflict. These shall now be promptly (before operators can be served) released which leads to extra shunting movements.		
It is advised to initiate a plan study into possible electrification of tracks to Sloe. ProRail will propose this to the Ministry of Infrastructure and Water Management within the context of the High Frequency Rail Transport Programme (PHS).	Plan study has started	Expected 2021
Congestion statement 2014/07, Route section Groningen - Zwolle		
Bottleneck: The freight path characteristics make it impossible to run a freight train between the InterCity trains and Sprinters, which operate on a half hourly schedule between Groningen and Zwolle, without a non-commercial stop in Hoogeveen from Onnen to Zwolle without affecting the half hourly schedule for passengers by ten minutes. If a non-commercial stop is requested, then overtaking of the freight train by the IC in Hoogeveen is the only option. This subjects the freight train to a length restriction of 580m.		
Combination solution consisting of a running time reduction by replacing two 1:09 points with 1:15 points and interval time reduction by adjusting the signal position. The measure is effective after delivery of relevant infrastructural projects at Assen, Hoogeveen and Zwolle.	Project has started.	3rd quarter 2020
Congestion statement 2016/01, workplace Leidschendam railway yard		
Bottleneck: NSR requests tracks 22 and 24 for the servicing and stabling of stock. NedTrain requests tracks 22 and 24 for the stabling and shunting of stock.		
Use of the existing holding sidings of HS by implementing a carousel process at Binckhorst	Study not yet performed by NS. To be carried out by the Programme Office for Handling and Stabling.	Not yet known
Decision on expansion maintenance workshop Leidschendam.	Project has been started by NS	First quarter 2018
Congestion statement 2017/01 Route section Leeuwarden – Meppel		
Bottleneck: The traction system of the route section Leeuwarden - Meppel cannot facilitate the extra Sprinter.		
Provide 4 single substations with an additional traction group and, if necessary, a second supply point.		December 2017

Measure	Status	Ready for operation
Congestion statement 2017/02 Route section 's Hertogenbosch- Geldermalsen – Houten		
Bottleneck: The Sprinters in the direction of Tiel conflict with the freight paths from the direction of 's Hertogenbosch that are being overtaken in Geldermalsen by the InterCity trains Eindhoven - Schiphol.		
The bottleneck will be removed in 2018, no measures will be taken.		Not applicable
Congestion statement 2017/03 Moerdijk railway yard and main siding lines		
Bottleneck: The congestion statement 'near future' Moerdijk comprises three bottlenecks: 1. Moerdijk railway yard: The available shunting and installation capacity at Moerdijk railway yard is not sufficient to handle existing transport and the expected growth in the near future in a robust manner. Besides an increase in the number of trains, the number of different transport operators has also increased, putting more pressure on the available capacity. 2. The public freight terminal: At Moerdijk there are two transport operators who make structural use of the public freight terminal for transhipment purposes. Because both transport operators particularly want to use the facility during the day, there is a bottleneck risk 3. Holding siding wagon sets: There is a shortage of stabling capacity with sufficient length for stabling wagon sets. These are necessary for the transport process of the CCT container terminal.		
Extension on the south side of the Moerdijk railway yard with one platform track and one holding siding (variant B) and division of TRS1 into two TRSs	Capacity-enhancement plan ready and submitted to the Ministry of Infrastructure and Water Management for financing	Not yet known
Division of TRS2 and TRS3, both into two TRSs	Temporarily suspended due to new insights traffic control	Not yet known
Integral planning implemented at Moerdijk		Completed
Congestion statement 2017/03 Utrecht platform track 5		
Bottleneck: The capacity of Platform 5/7 is too limited, the pressure is becoming unacceptable, forcing people to walk and wait too close to the platform. This situation, available platform width in combination with current passenger numbers, does not meet the so-called rejection standard.		
Broadening of platform 5/7, track 5 side, with compensation for the length of track 4 (alternative 1b)	Plan study has started	Not yet known
Congestion statement 2018/03 Hoorn – Alkmaar – Uitgeest - Haarlem		
Bottleneck: The wish of NSR in the 2018 Timetable to connect the Sprinter 4800 Amsterdam - Haarlem - Alkmaar - Hoorn to the InterCity 4500 in the direction of Enkhuizen (return) in both half hours at Hoorn cannot be granted.To make this possible, the Sprinter Haarlem - Alkmaar - Hoorn would have to be 'moved' about fifteen minutes within the 2018 Timetable structure. However, this conflicts with the freight path between Beverwijk and Haarlem.		
No measures follow from the capacity analysis		

Measure	Status	Ready for operation
Congestion statement 2018/02 Amsterdam - Schiphol		
Bottleneck: The wish of NSR to run the Sprinters between Amsterdam and Schiphol in a tight fifteen-minute slot conflicts with crossing freight paths from Amsterdam Westhaven towards Amsterdam Centraal at Amsterdam Transformatorweg connection. The irregular time slot affects the transfer problem at Schiphol.		
The advice is to examine whether the Dijksgracht free crossing can be realised earlier in the phased planning of PHS Amsterdam Centraal.		
Congestion statement 2018/01 Amersfoort - Utrecht		
Bottleneck: For the 2018 Timetable, Connexxion has requested to have the Amersfoort - Barneveld Centrum train series (31400) continue to Utrecht as a public passenger train throughout the year, with the exception of the summer holidays. These trains run roughly between the start of passenger service and 19.00 hours. This causes conflicts with the surrounding train service of NSR.		
No measures result from the capacity-enhancement plan.		
Congestion statement 2018/01(Near future) West Brabant		
Bottleneck: The congestion statement concerns four conflicts: The InterCity Den Haag - Eindhoven vice versa cannot serve Rotterdam Blaak station. The Moerdijk bridge does not offer sufficient capacity for 14 train paths per hour. The time slot of the Sprinters Dordrecht - Lage Zwaluwe is not in exact quarters. The transfer at Roosendaal between the InterCity Roosendaal - Zwolle vice versa with the InterCity Amsterdam - Vlissingen vice versa is accompanied by a long stop time of 7 minutes.		
Roosendaal: Study into the possibilities for extending track 3b in Roosendaal to 10 wagons. This study is combined with the request by NS to extend track 4b to 12 wagons in length.	Plan study has started	Not yet known
Dordrecht-Lage Zwaluwe: Change request placed with organisation ERTMS Kijfhoek-Belgian border. Content: Study possibilities and extra costs for shortened interval times Dordrecht - Lage Zwaluwe within ERTMS safety.	Change request placed. Study not yet started.	Not yet known
Congestion statement 2018/02 (Near future) Amsterdam Centraal – Amsterdam Bijlmer		
Bottleneck: *The capacity bottleneck is caused by a number of conflicting wishes:* NS International wishes to accelerate the ICE's journey time 5 times a day during the off-peak period by departing 8 minutes later from Amsterdam Central Station. NS Reizigers wants to drive an InterCity 6 times an hour, departing from Amsterdam Centraal in an exact 10' slot. In addition, a Sprinter departing from Amsterdam Centraal 4 times per hour in a 10/2020' slot, forced by the desired time slot of the InterCity trains. DB Cargo wishes to have 2 paths per hour Amsterdam - Utrecht (return) available as a running option.		
No infrastructure managers follow from the capacity analysis		n/a

Measure	Status	Ready for operation
Congestion statement 2018/03(Near future) Freight paths Zuidelijke Maaslijn		
Bottleneck: The requested passenger train service of Arriva leads to restrictions for freight traffic on the current infrastructure. The wish of freight transport operators is for two running options per hour in both directions. The lifting of length restrictions is also requested.		
No measures follow from the capacity analysis		

Appendix 11 Information on secondary railways (Chapter 3.2.1)

Railways falling under the Special Railways Decree
ProRail manages the following decommissioned railway lines which fall under the Special Railways Decree

- Roermond – Vlodrop Grens (direction Dalheim (D))
- Nijmegen – Nijmegen Grens (direction Kranenburg (D)).

In a letter dated 11 January 2018 (reference IENM/BSK-2017/303696), the Minister of Infrastructure and Water Management informed ProRail that it was unlikely that these last railway would be reactivated and that ProRail could proceed with the sale of these special railway.

Sidings
Rail connections on industrial sites and the approach tracks that connect the tracks on these sites to the national railway network or to a main siding line are not part of the railway infrastructure managed by ProRail.

Information on or permission to use the rail connections on industrial sites and the approach tracks are given through or via the affiliated company subject to certain conditions, which can include a user charge.

Certain restrictive conditions can be imposed that are related to the properties of the tracks in question such as axle load, speed and gauge restrictions, as well as restrictions related to the radius of curvature of the tracks in question.

Appendix 12 Loading gauges (Chapter 3.3.2.1)

Notes

Special loading gauges
The special loading gauge[124], the so-called Red Measuring Area (RM, in figure below) applies to all route sections, whereby special instructions or regulations may be attached to the running of border route sections, subject to the regulations of the relevant neighbouring country.

[124] As referred to in Section 10(3)(a) Rail Traffic Decree and included in Annex 8 to the Rail Traffic Regulations.

Appendix 13 Axle loads and load per unit of length (Chapter 3.3.2.2)

1 Freight transport

Passenger transport

Appendix 14 Train control systems (Chapter 3.3.3.4)

Appendix 15 Train detection systems (Chapter 3.3.3.5)

Table of route sections suitable for electric passenger trains, irrespective of whether a monoculture occurs. Route section:

Route sections:
Zwolle – Kampen
Zwolle – Emmen
Zwolle – Wierden
Wierden – Almelo
Almelo – Hengelo
Hengelo – Oldenzaal grens[125]
Hengelo - Enschede
Arnhem - Nijmegen
Duiven - Zevenaar
Gouda - Alphen
Dordrecht - Geldermalsen
Maastricht - Kerkrade

[125] Estimated situation on January 1, 2020

Appendix 16 Route section speeds (Chapter 3.3.2.4)

Appendix 17 Tractive power supply systems (Chapter 3.3.2.6)

Voltage change-over gates Betuweroute
To facilitate the transition between the 25kV AC tractive power systems on the Betuweroute and the 1500V DC tractive power system in Kijfhoek and on the following railways, voltage change-over gates are planned at the locations below.

- Voltage change-over gates with a length of the traction-free zone of 186 m:
  - In the tracks between Barendrecht Vork and Waalhaven Zuid, at km 202.1
  - In the tracks between Kijfhoek and Papendrecht, at km 3.5
  - In the tracks between Kijfhoek and Papendrecht, at km 107.2
- Voltage change-over gates with a length of the traction-free zone of 30m:
  - In the tracks of the connecting curve Geldermalsen/Meteren (return)
  - In the tracks of the connecting curve Zaltbommel/Meteren (return)
  - In the tracks of the connecting curve Valburg/Elst (return)
  - In the tracks of the connecting curve Valburg/Nijmegen Lent (return)

Current take-up restrictions
The table below states the maximum current take-up per train on a number of route sections that are subject to current take-up restrictions with regard to the 1500V DC tractive power supply system.

Route section	Maximum current take-up
Zwolle – Emmen	2,500 A
Zwolle – Kampen	2,000 A
Barneveld Noord – Ede Wageningen	2,500 A
Rhenen – De Haar Aansluiting	3,000 A
Dordrecht – Geldermalsen	2,700 A
Leiden Centraal – Woerden	3,200 A
Alphen aan den Rijn - Gouda	3,200 A
Rhenen – De Haar Aansluiting	3,000 A
Maastricht – Maastricht spanningssluis	3,100 A

The maximum current take-up of the 25 kV tractive power supply system is stated in EN 50388:2012. If a higher or lower value applies, this is stated in the infrastructure register (see Chapter 3.3).

Appendix 18 Moveable railway bridges (Chapter 3.4.5)

The numbers refer to the table on the following page.

List of moveable railroad bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
1	Singelgracht	SGBR	Westerkanaal	Amsterdam	Asd – Ass
2	Spaarnebrug	SPBR	Spaarne	Haarlem	Asd – Hlm
3	Vinkbrug	VKBR	Oude Rijn	Leiden	Gv – Ledn
4	Schiebruggen	DHS	Delfshavense Schie	Rotterdam	Rtd – Sdm
6	Oude Maas	GRBR	Oude Maas	Dordrecht	Ddr – Rtd
7	Markbrug	MABR	Markkanaal	Zevenbergen	Rsd – Zlw
8	Arnekanaalbrug	ABR	Arnekanaal	Arnemuiden	Rsd – Vs
9	Vlakebrug	VLK	Kanaal door Zuid-Beveland	Vlake	Rsd – Vs
16	Drentse hoofdvaart brug	SMVRT	Smildevaart	Meppel	Lw – Mp
18	Deelsbrug	BRDL	Deel	Akkrum	Lw – Mp
19	Boorne	BOBR	Boorne	Akkrum	Lw – Mp
20	Pr. Margrietkanaal	PMK	Prinses Margrietkanaal	Grouw	Lw – Mp
21	Harinxma kanaal (Mp-Lw)	HRMK	Van Harinxmakanaal	Leeuwarden	Lw – Mp
22	Oosterdoksluis	ODS	Oosterdoksluis	Amsterdam	Asd – Asdm
27	Hoge Gouwebrug	HGWBR	Gouwe	Gouda	Gd - Gv/Rtd
	Lage Gouwebrug	GWBR	Gouwe	Gouda	Gd – Ledn
28	Galgewater	GWT	Galgewater	Leiden	Apn – Ledn
29	Rijn-Schiekanaal	RSKBL	Rijn-Schiekanaal	Leiden	Apn – Ledn
30	Gouwsluis	GWB	Gouwe	Alphen aan den Rijn	Apn – Wd
31	Dubbele Wiericke	DWB	Dubbele Wiericke	Bodegraven	Apn – Wd
33	Vechtbrug	VTBR	Vecht	Weesp	Alm/Ndb - Wp
39	Coevorder Stadsgracht	COSB	Stadsgracht	Coevorden	Emn – Mrb
40	Hoogeveense vaart	HVVB	Verlengde Hogeveensevaart	Nieuw Amsterdam	Emn – Mrb
42	Klifrak	KR	Klifrak	Workum	Lw – Stv
43	Wijmerts	WMB	Wijmerts	Oudega	Lw – Stv
45	Harinxma (Lw-Hlg/Stv)	HRM	Van Harinxmakanaal	Leeuwarden	Hlg/Stv - Lw
47	Zuidergracht	HLG	Zuidergracht	Harlingen	Hlg – Lw
49	Greuns	GRS	Greuns	Leeuwarden	Gn – Lw
50	Hoendiep	HDP	Hoendiep	Hoogkerk-Vierverlaten	Gn – Lw
51	Damsterhavenbrug	-	Haven	Delfzijl	stamlijn Havenschap
52	Zeesluisbruggen (2)	-	Zeesluizen (small and large)	Delfzijl	stamlijn Havenschap
56	Wildervanckkanaal AG	WDVB	Wildervanckkanaal AG	Zuidbroek	Gn - Nsch
56a	Rensel	RSL	Rensel	Winschoten	Gn - Nsch
57	Westerwoldse Aa	WWAB	Westerwoldse AA	Nieuweschans	Nscg - Nsch
58	NoordWillemsKanaal	NRDWIL	NoordwillemsKanaal	Groningen	Gn - Lw/Swd
59	Reitdiep	RDP	Reitdiep	Groningen	Gn - Swd
60	Boterdiep	BTD	Boterdiep	Bedum	Dz - Swd
62	IJsselbrug	IJBZ	IJssel	Zutphen	Ah/Apd - Zp

List of moveable railroad bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
64	Oude IJssel	OIJ	Oude IJssel	Doetinchem	Zv - Ww
69	Nauernaschevaart	NNVBR	Nauernaschevaart	Krommenie-Assendelft	Utg - Zd
70	Noordhollands kanaal	NHKBR	Noordhollands kanaal	Alkmaar	Amr - Hwd
71	Bolbrug	BOL	Ringvaart	Heerhugowaard	Amr - Hwd
72	Koegrasbrug	KGS	Noordhollands kanaal	Koegras	Ana - Hdr
73	Zaanbrug	ZDB	Zaan	Zaandam	Pmr - Zd
74	Noordhollands kanaal	NHK	Noordhollands kanaal	Purmerend	Pmr - Zd
75	Where	WHE	Where	Purmerend	Hn - Pmr
80	Wantijbrug	WIJB	Wantij	Dordrecht	Ddr - Gdm
81	Merwedekanaalbrug	MKBR	Merwedekanaal	Arkel	Ddr - Gdm
82	Ringvaartbrug	RVBR	Ringvaart	Nieuw Vennep	Ledn - Shl
83	Schinkelbrug	SKBR	Schinkel	Amsterdam	Asra - Dvd
84	Baanhoekbrug	BMBR	Beneden Merwede	Baanhoek	Ddr - Gdm
86	Calandbrug	CLB	Callandkanaal	Rotterdam	Havenspoor
87	Botlekbrug	BOTBR	Oude Maas	Rotterdam	Havenspoor
88	Sluiskilbrug	SLUB	Kanaal van Gent naar Terneuzen	Sluiskil	Svg - Tnz
89	Maasbrug	MTBR	Maas	Maastricht	Mt - Glk (B)

Appendix 19 Platform length (Chapter 3.6.1.1)

Appendix 20 Freight terminals (Chapter 3.6.2)

Appendix 21 Refuelling facilities (Chapter 3.6.9)

Information on the refuelling facilities is provided below.

Information on the storage capacity and flow rate of refuelling facilities

Location	Storage capacity in m^3	Flow rate in l/min (via nozzle connection)	Flow rate in l/min (via spill-free connection)
Groningen	3 x 80	90	200
Leeuwarden	2 x 40	90	200
Zwolle	3 x 100	90	200
Hengelo	2 x 60	90	200
Zutphen	2 x 40	90	200
Winterswijk	1 x 50	90	200
Arnhem	2 x 50	90	200
Amersfoort	2 x 30	90	200
Amsterdam Westhaven	1 x 100	90	200
Maasvlakte	1 x 100	120	200
Botlek	1 x 25	80	200
Waalhaven Zuid	1 x 100	120	200
Kijfhoek	2 x 50	125	200
Roosendaal	2 x 50	90	200
Terneuzen*	1 x 30	90	200
Nijmegen	2 x 30	90	200
Venlo	2 x 100	90	200
Heerlen	1 x 40	130	200

* This refuelling facility has been decommissioned.

Appendix 22 Standard freight paths (Chapter 4.4.1.1)

ProRail shall publish the speed, length and acceleration characteristics of standard freight paths.[126]

These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree. Requests for capacity that fit within the standard freight paths are included in the prioritisation.

ProRail applies the following basic principles when defining the standard freight paths:

1. The standard freight paths as established the previous year are used as a basis.
2. Separate characteristics apply to non-electrified and electrified route sections.
3. The realisation data per route section is used to determine which type of locomotive is the most common on this route section.
4. Using the realisation data, a standard train tonnage is defined that corresponds with 95% of the train tonnages, as appears from the realisation.
5. The standard freight path is then based on the acceleration properties of the locomotive type found under point 1, as recorded in the national vehicle register, and the standard tonnage found under point 2.
6. The speed is based on the most common speed used for the pre-arranged paths, as established in the framework of the European rail freight corridors.
7. The internationally determined maximum train length including locomotive is 740m for freight trains. This train length can be limited in the Netherlands by the possibilities of the infrastructure. The length of the standard paths is based on the length of the departure and arrival tracks, as well as on the length of the usual overtaking locations for freight traffic, both for the planned timetable and for the possibilities for adjustment in disrupted situations. For international train paths, restrictions abroad may affect the permitted length. See further Chapter 3.3.2.5.
8. For corridors where frequent transport of coal and ore takes place, different characteristics may be defined by ProRail.
9. If the request for a freight train fits within the running times of the standard freight path in the timetable, this request falls under the definition of the standard freight path.
10. Partly on the basis of the BHP phase, ProRail may locally deviate from the aforementioned principles. These deviations are consulted in the context of a change to the Network Statement and the results of the consultation are made public via the Logistics Portal of ProRail.

This leads to the following characteristics.

Partially or partly non-electrified route sections.
Diesel traction is required. Specific transport on specific routes. The characteristics for a number of route sections are therefore defined separately.

Route section	Speed (km/h)	Length (m)	Loctype	Tonnage (tons)
Beverwijk – Uitgeest – Amsterdam Westhaven	80	513	D6400	1000
Amsterdam Westhaven – Uitgeest – Beverwijk	80	513	D6400	1000
Visé (B) – Kaldenkirchen	85	635	Class 66	1500
Kaldenkirchen – Visé (B)	80	510	Class 66	1500
Almelo – Emmen	80	400	D6400	800
Emmen – Almelo	95	400	D6400	250
Delftzijl – Onnen	60	455	D6400	700
Onnen – Delftzijl	60	500	D6400	700
Eemshaven – Onnen	60	519	D6400	800
Onnen – Eemshaven	60	519	D6400	800
Veendam Aansluiting – Onnen	60	740	D6400	800
Onnen – Veendam Aansluiting	60	740	D6400	800

[126] Section 1 Railway Capacity Allocation Decree.

As regards unnamed non-electrified route sections, the characteristics as included in the timetable request of a train path regarded as being the characteristics of the standard freight path.

Electrified route sections

The characteristics of standard freight paths on electrified sections can be consulted via the Logistics Portal of ProRail.

Route section	Speed (km/h)	Length (m)	Loctype	Tonnage (tons)
All rest electrified route sections	90	See point 7 of the starting points	BR189	2200

Coal and ore paths

Route section	Speed (km/h)	Length (m)	Loctype	Tonnage (tons)
Amsterdam Westhaven / Houtrakpolder – Meteren – Emmerich	90	690	2*BR189	4000
Amsterdam Westhaven / Houtrakpolder – Eindhoven – Kaldenkirchen	90	614	2*BR189	4000
Kijfhoek – Venlo - Kaldenkirchen	85	650	2*BR189	5400

Appendix 23 Applications, publications and reports (Chapters 3.3, and 4.4.5)

This appendix provides a description of all the applications and reports provided by ProRail in the area of:

- Information on the railway infrastructure (Chapter 3.3),
- radio communication via GSM-R (Chapter 3.3.3.3),
- (the preparation of) the capacity request and communication on the allocation process (Chapter 4.4.5),

via the services stated in Chapter 5.

The table below provides a summary and brief description of the applications, publications and reports. The third column of this report provides a reference for further information; while the fourth column establishes the relationship with the relevant service in Chapter 5 of this Network Statement.

Name	Function	For clarification, see	Part of the service in Chapter
Preparation			
RailMaps	geographical information on the infrastructure and the surroundings	Appendix 23 – 1	5.2.1
Customised data Infra Atlas	customised information on the functionality of the railway infrastructure using Infra Atlas data.	Chapter 5.5.2.1	5.5.2.1
Rail and road signs	graphic information on the infrastructure for drivers	Appendix 23 – 2	5.2.1
TSB	summary of temporary speed restrictions for drivers	Appendix 23 – 3	5.2.1
Provision of GeoData	Provision of current GPS/RD data, concerning the ProRail base map, Transfer, the ProRail Area Classifications and the Reference System	Appendix 23 - 4	5.5.2.4
GSM-R Voice rail safety	communication between driver and the signalman	Appendix 23 – 5	5.2.1
Capacity allocation			
Donna	planning and recording of train paths for the basic hour pattern, standard week and specific days	Appendix 23 – 6	5.2.1
PCS	planning and recording of international train paths	Appendix 23 – 7	5.2.1
Btd-planner	insight into management capacity	Appendix 23 – 8	5.2.1
ISVL	requests for train paths in the final days before performance	Appendix 23 – 10	5.2.1
LOA Online	submitting, handling and recording of local orders for shunting routes	Appendix 23 – 12	5.2.1
RMS Client	real-time information on train movements and planning of the process tracks line to the railway yards of the Betuweroute real-time information on the planning and intervention of scheduled train paths for freight traffic	Appendix 23 – 13	5.2.1
TNR	insight into train numbers	Appendix 23 – 14	5.2.1
Type			
W-LIS	registration of the position and loading of freight wagons on railway yards	Appendix 23 – 15	5.2.1 5.3.1.4.1
SpoorWeb	communication in case of disasters	Appendix 23 – 16	5.2.1

Name	Function	For clarification, see	Part of the service in Chapter
VIEW	insight into current train movements	Appendix 23 – 17	type 1: 5.2.1 type 2 and 3: 5.5.2.2
Planning and performance information (NL)	supply of real-time traffic plan data, related changes to the train service and performance information	Chapter 5.5.2.3	5.5.2.3
Planning and performance information (TSI)	provision of planning and performance information on the basis of the TSI TAF/TAP messages	Appendix 23 – 18	5.2.1
View VOS	view functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Chapter 5.5.2.5	5.5.2.5
SpoorRadar	real-time information on the current situation of disruptions, obstructions and possessions of the infrastructure, also the punctuality of trains	Chapter 5.5.2.6	5.5.2.6
TIS	real-time information on international train movements.	Chapter 5.5.2.7	5.5.2.7
RouteLint	information for the driver on the current traffic situation on his route.	Chapter 5.5.2.8	5.5.2.8
ORBIT	gives the driver a warning when approaching a red signal at too high a speed.	Chapter 5.5.2.9	5.5.2.9
MTPS	real-time information on train positions on the basis of train detection systems.	Chapter 5.5.2.10	5.5.2.10
Performance analysis			
Train service report	provisional standard reports and data on train service performance	Appendix 23 – 19	5.2.1
Customised train service reports	customised report, data supply and analysis of the train service performance	Chapter 5.5.2.11	5.5.2.11
TOON	insight into historic train movements	Chapter 5.5.2.12	5.5.2.12
Approval monitoring	possibility to accept or reject the causes of train deviations registered by ProRail.	Appendix 23 – 20	5.2.1
Quo Vadis and Hotbox	measurement data on, for example, axle loads and wheel temperatures of passing rail vehicles	Chapter 5.5.2.13	5.5.2.13
Sherlock	support in the analysing of train performances	Chapter 5.5.2.14	5.5.2.14

1 Description of the RailMaps application

Category	Notes
Application	RailMaps
Function	RailMaps is the ProRail-wide viewer for geographical data. Information on the map can be consulted for a wide variety of objects. There is a special group of preselected map layers for railway undertakings. Some examples of object types that are included in RailMaps: • Railway objects such as points, branch sections (+ maximum local speeds), buffer stops, signals, matrix indicators, buildings with regard to energy supply and refuelling facilities. • Route section videos provide information on structures located on and along the route section, as well as in the immediate surroundings of the railway line. The video images can be used, among other things, for the remote surveillance of local situations. • Topographical data, such as noise barriers, entrance gates, escape doors, tracks (anti-icing, washing area, dismantling pit). Roadrail access points, level crossings, structural works and buildings. • Schematic drawings that can be retrieved via RailMaps (Infra Atlas is the source of these data). • Other data such as slope data, track distances and aerial photographs.
Facility	The information is acquired on the basis of an Internet authorisation. The provision of specific customised data on the functionality of the railway infrastructure is possible from Infra Atlas, see Chapter 5.5.2.1.
Request	If you want to use this ProRail application as a titleholder, you need a ProRail account: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Available immediately upon request.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl). The user accepts the Railmaps disclaimer: https://prorailbv.sharepoint.com/teams/T2017_0069/bieb1/disclaimer.pdf

2 Description of the Rail and Road Signs application

Category	Notes
Application	Rail and Road Signs
Function	Rail and Road Signs provide a graphic overview of infrastructure, tailored to the needs of drivers, to facilitate safe and efficient traffic participation and effective communication with ProRail traffic control. The infrastructure concerns at least the entire network centrally operated by ProRail.
Facility	a) A download of the Traction Signs in PDF format via a web portal. By taking a subscription to the web portal, changes are communicated by means of an email message. b) A Traction Signs notification with the description of the changes on the position of the rail infrastructure works in XML format.
Request	a) A download of the Traction Signs in PDF format via the Logistics Portal of ProRail. b) A description in XML format: via Product Management Information and ICT Services (informatiediensten@prorail.nl).

Category	Notes
Delivery time	Maximum 24 hours (during working days).
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

3 Description of the TSB publication

Category	Notes
Publication	Temporary speed restrictions (TSR)
Function	The TSB provides information on temporary speed restrictions that: • are shown by placed signs (L, A and E signs) • are processed in the safety system and shown in the cabin on route sections equipped with ERTMS/ETCS. The TSB is sent as a weekly and daily publication. The week publication contains all speed restrictions applicable during the relevant week. The day publication provide supplements and/or changes to the week publication.
Facility	The railway undertaking receives a PDF file by email. The weekly publication is sent on Thursdays at 09.00 hours and applies to the period from the first following Monday 04:00 hours until the next Monday 04:00 hours. The daily publication is sent daily at 12.00 hours and applies to the first following day from 04:00 hours until 04:00 hours on the next day.
Types	The railway undertaking can on request of this information opt for a TSR at station, regional or national level. Information is provided on route section, driving direction, period of validity and applicable speed. Moreover, a distinction can be made according to train type, cause and particulars (placement of signs or signals).
Request	NSR Reizigers takes care of production and distribution at the instructions of ProRail. NS Reizigers Service & Support Frontoffice Centraal Bureau Gevonden Voorwerpen & IAM-TSB / Wegkennisbank PO Box 2025 3500 HA Utrecht nsr.nsrtsb@ns.nl
Delivery time	Maximum of 6 working days
Terms of delivery	The email address of the railway undertaking to which the TSB shall be functional, contain the name of the railway undertaking (e.g., planning@transporter.country, whereby the name of the railway undertaking is stated under ‘transporter’).
User conditions	Internet connection, email account and software program to open PDF files.
Availability/Reliability	Guaranteed delivery, additionally a 24-hour service (on-duty) is present.

4 Description of the service Provision of GeoData

Category	Notes
Application	Provision of GeoData.
Function	Provision of current GPS/RD data, concerning the ProRail base map, Transfer, the ProRail Area Classifications and the Reference System. The message flow provides the user with a direct view of operations.
Facility	The data is provided via the intranet.
Request	Request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

5 Description of the radio-communication system GSM-R Voice Rail Safety

Category	Notes
System	GSM-R Voice Rail Safety
Function	The radio-communication system for rail safety offers the functionalities below. • Conversations between traffic control and drivers on the basis of train number. • Receipt by drivers of general calls by traffic control. • Sending of alarm calls by drivers to traffic control and vice versa. All conversations are recorded for safety purposes. A GSM-R connection also allows for use of foreign GSM-R networks. Railway undertakings with foreign GSM-R SIM cards can also make use of the ProRail GSM-R network.
Facility	A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.
Request	request SIM card via the Logistics Portal of ProRail
Delivery time	2 weeks before delivery of GSM-R SIM card.
Terms of delivery	ProRail reserves the right to set off external costs in case of misuse of the GSM-R service. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
User conditions	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment shall be used.
Availability/Reliability	Availability: 7 x 24 hours with a performance level of 99.8%. The minimum storage term of the audio recordings is 7 days.

6 Description of the Donna application

Category	Notes
Application	Donna
Function	This application concerns the planning, requesting and allocation of all forms of infrastructure use at both network and node level. In Donna, titleholders can make their own planning and request capacity, but can also opt to assign these tasks to a third party. The capacity allocation procedure can be monitored and Donna gives insight into the occupied or available infrastructure capacity up to the time that the planning closes, which is 2 to 4 days before the traffic day. Also available is a standard interface with which all titleholders can establish connections with their systems for personnel, vehicle deployment or management information.
Facility	An authorisation[127] (Donna UserAccount and a Citrix account, per user) providing access to the application, and use of the functionalities granted within the scope of the authorisation.
Request	via the Logistics Portal of ProRail
Delivery time	A maximum handling time of 5 working days is set between the request for and granting of access to the application.

[127] An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

Category	Notes
Terms of delivery	Donna is made available to all titleholders with an Access Agreement or Capacity Agreement. Hardware modifications: for the user's account (e.g., installation of software for Citrix, Adobe Acrobat Reader, make own systems suitable for standard interface and/or increase hard disk capacity). Minimum hardware requirements: available on request from ProRail Functional Management (functioneel.beheer@prorail.nl). Use of Donna is subject to the procedures laid down by ProRail. The use of DONNA is subject to a duty of confidentiality in accordance with Article 6 of the General Terms & Conditions (see Appendix 5 to this Network Statement). Employees of a titleholder with an Access Agreement or Capacity Agreement will be granted an account to use Donna on condition that the employee in question has successfully completed the VVRV exam. If this service is terminated, further consultation with ProRail is necessary to ensure that applications can be processed in a different manner. This is because of ProRail's staffing capacity.
User conditions	The application is accessible from every PC with a browser and an Internet connection.
Availability/Reliability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: during working days from 07:00 – 17:00 hours.

7 Description of the Path Coordination System (PCS) application

Category	Notes
Application	Path Coordination System (PCS)
Function	PCS is a web application made available by RNE to the infrastructure managers and all capacity applicants. PCS supports the communication and coordination process of international capacity requests and allocations. Moreover, the service supports railway undertakings and other applicants in studies and the preparation of requests.
Facility	To gain access to the system, railway undertakings are provided with a username, password and matrix card. The applicant is entered as titleholder in the system.
Request	Via the OSS (OSS@ProRail.nl)
Delivery time	Within two weeks after request.
Terms of delivery	The service is also made available within the context of the capacity allocation process.
User conditions	The user requires a PC with Internet connection and at least Explorer 5.
Availability/Reliability	Availability of application: 7x24 hours (subject to fixed periods for maintenance and disasters, which are yet to be determined). Helpdesk RNE is available on working days from 08.00-16.00 hours.

8 Description of the Btd-planner application

Category	Notes
Application	Btd planner

Category	Notes
Function	In the Btd planner application, the coordination with the parties (contractors/railway undertakings/ProRail) takes place with regard to both incidental withdrawals and volume withdrawals (weekly withdrawals) in the context of the application and allocation process. The BTD planner also provides all relevant information on the status of both weekly and incidental withdrawals. The application can only be used by representatives of the parties that play an active role in the creation of the capacity allocation for management in this process.
Facility	Access to the Btd planner application via an external ProRail account.
Request	If you want to use this ProRail application as a titleholder, you need a ProRail account: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Two weeks
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

9 Description of the Btd-planner reports application

Category	Notes
Application	Btd planner reports
Function	The Btd planner reports application reflects the data recorded in Btd planner and allows users to obtain overviews, both for incidental withdrawals and volume withdrawals (weekly withdrawals) for management.
Facility	Access to the Btd planner application via an external ProRail account.
Request	If you want to use this ProRail application as a titleholder, you need a ProRail account: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

10 Description of the ISVL application

Category	Notes
Application	ISVL

Category	Notes
Function	Railway undertakings can use the application to request, cancel or change train paths in the final days before performance. Railway undertakings also receive notification of the confirmation or refusal of the train path. Through agreements recorded in ISVL, communication is provided about ProRail's plans to reduce the availability of the infrastructure if this is necessary to carry out repairs to the infrastructure in the short term. In this part, the so-called 'Buta', the initiative lies with ProRail.
Facility	Access to the web-based ISVL application by means of an Internet browser.
Types	The user type (view/change) can be set per employee, according to the customer's specifications.
Request	If you want to use this ProRail application as a railway undertaking, you need a ProRail account: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. • If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Indication: 3 to 4 weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Costs	This application is provided from the 'train path' service, see Chapter 5.2.1. A graduated scale is used for this service, see Chapter 6.3.1.1). If more accounts are purchased than the number in the graduated scale, additional costs will be charged.

11 Description of the ORMAS-Portal application

Category	Notes
Application	ORMAS Portal (ORder MAnagement System)
Function	Applicants can use the ORMAS Portal to submit requests for train paths in the Netherlands. On the portal, the train paths created by ProRail are shown to the applicants. In addition to the initial requests, the portal can also be used to submit requests for changes to, and cancellation of, train paths offered by ProRail. Capacity requests can be submitted on the portal for the timetable phase, the ad hoc phase and the traffic control phase. The portal is scheduled to become available in the second half of 2020 as a successor to the ISVL order system.
Facility	Access to the ORMAS Portal application via an external ProRail account.
Request	To be determined.
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl). This application is provided from the 'train path' service, see Chapter 5.2.1.

12 LOA Online

Category	Notes
Application	LOA Online
Function	LOA Online is an order system with which railway undertakings request shunting routes and train dispatchers can assess them. This gives both the applicant and the assessor the opportunity to submit and assess requests uniformly. The assessor can also use this application to propose an alternative.
Facility	Access by means of an Internet browser to LOA Online, a web-based application.
Request	If you want to use this ProRail application as a railway undertaking, you need a ProRail account: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM. Companies can conclude an agreement with ProRail for linked user authentication, the so-called ADFS Federations. Employees of companies that meet these requirements log in to their company network and do not need a ProRail account for LOA Online. If you have a ProRail account (or ADFS), you can apply for access to an application via IDM 'LOA Online digital access'.
Delivery time	On request
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

13 Description of the RMS Client application

Category	Notes
Application	RMS Client (Rail Management System).
Function	RMS Client provides real-time information on the occupation of a number of railway yards as well as the planning for these railway yards during the next 16 hours. Additionally, RMS Client specifies the track characteristics of railway yards forming part of the Betuweroute, such as length and type of track. The railway undertaking will by means of the RMS-GTI function of RMS Client inform ProRail of the current status of the use of the allocated infrastructure paths.
Facility	The user is provided with a username and password to gain access to RMS Client.
Request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	Maximum of 4 weeks after receipt of the request by ProRail.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
User conditions	The user requires a PC with Internet connection and a recent web browser. Access is limited on the basis of location by means of IP address.

14 Description of the TNR application

Category	Notes
Application	TNR (train number list)

Category	Notes
Function	The TNR application is used for the management of valid train numbers.TNR describes the train numbers that can be used on a specific date by a specific railway undertaking. Domestic train numbers are issued in series. TNR is continuously updated and contains no 'frozen' positions.
Facility	An authorisation[128] with which access is given to the application, and the functionalities that can be used within the authorisation.
Request	Via trainnumbers@prorail.nl
Delivery time	Within five working days
User conditions	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

15 Description of the WLIS application

Category	Explanation
Application	WLIS (Wagon Load Information System)
Function	WLIS is an application offered by ProRail to the railway undertaking and is used byr ProRail itself for the viewing by the emergency services of the departure composition status of a freight train. WLIS is the new name of an application in which the W-LIS (formerly IGS) and OVGS applications were combined. In WLIS, transport operators can register the composition of freight trains and the position of RID wagons on track numbers in relation to other RID (and non-RID) wagons. The service consists of the WLIS application, the Digital Shunting Assistant and the reporting insight application WCM (WLIS CaseManagement). Data supply of RID wagons by the railway undertaking to ProRail is required by law. ProRail shares this information with the emergency services in the event of an incident and with the Ministry of Infrastructure and Public Works within the framework of the Basisnet spoor safety regulations.
Facility	Access to the web-based application WLIS, which runs on an internet browser. Access to the WLIS DRA app, (this is the Digital Shunting Assistant offered as an app) which runs on an Apple or Android device. Access to the web-based application WCM (WLIS CaseManagement), which runs on an internet browser.
Types	There is one type of use. It may be consulted or edited. There is one superuser per railway undertaking. Railway undertakings can themselves generate and/or change new users in the organisation and provide access to the DRA users.
Request	Via Product Management Information and ICT services (informatiediensten@prorail.nl).
Delivery time	Creating a superuser account takes about three to four weeks.
Terms of delivery	The operation of WLIS and WCM is only guaranteed in EDGE, FireFox and Chrome. An SLA is part of the Access Agreement; a draft thereof will be made available on request via Product Management Information and ICT services (informatiediensten@prorail.nl).

[128] An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

16 Description of the SpoorWeb application

Category	Notes
Application	SpoorWeb
Function	In the event of disruptions, ProRail and the railway undertakings shall communicate via the SpoorWeb application about the handling of the disruption. ProRail also uses SpoorWeb to inform the other parties involved. This provides all parties involved with central access to all important information on an disruption, such as the affected infrastructure, the anticipated end time as well as information on cancelled and rerouted trains.
Facility	Access to the web-based application SpoorWeb (SpoorWeb-Webclient), which runs within a browser guaranteed by ProRail.
Types	The user type (view/change) can be set per employee, according to the customer's specifications.
Request	via the Logistics Portal of ProRail
Delivery time	Indication: approx. between 5 and 10 working days.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

17 Description of the real-time information on train movements application (VIEW)

Category	Notes
Application	Real-time information on train movements (VIEW)
Function	Real-time information on train movements of railway undertakings in the Netherlands using a view function in the traffic control system of ProRail. It provides real-time insight into train movements within the Netherlands. Two display options are available. The first concerns the deviation from the planning. The second concerns information on all traffic, with a zoom-in function on a part thereof (e.g., region, route sections).
Types	Type 1: VIEW access via Internet Type 2: VIEW access via a Post 21 workplace Type 3: VIEW access via an OCCR workplace
Request	Via Product Management Information & ICT Services: informatiediensten@prorail.nl
Delivery time	Type 1: within 5 working days Type 2: on request Type 3: on request
Terms of delivery	Type 3: A railway undertaking can only acquire an OCCR subscription if it is a member of the OCCR tenants association and has a workplace at the OCCR. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

18 Capacity requests and planning and performance information (according to TSI TAF/TAP standard)

Category	Notes
Application	Capacity requests and planning and performance information (according to TSI TAF/TAP standard)
Function	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TAF/TAP TSI messages: • The “Path Request” message (based on Chapter 4.2.2.2 of TSI TAF and 4.2.17.1 of TSI TAP). • The “Path Details” message (based on Chapter 4.2.2.3 of TSI TAF and 4.2.17.2 of TSI TAP). • The “Path Details Refused” message (based on Chapter 4.2.2.5 of TSI TAF and 4.2.17.5 of TSI TAP). • The “Path Confirmed” message (based on Chapter 4.2.2.4 of TSI TAF and 4.2.17.4 of TSI TAP). • The “Receipt Confirmation” message (based on Chapter 4.2.2.8 of TSI TAF and 4.2.17.7 of TSI TAP). • The “Path not available” message (based on Chapter 4.2.2.7 of TSI TAF and 4.2.17.8 of TSI TAP). • The “Path Cancelled” message (based on Chapter 4.2.2.6 of TSI TAF and 4.2.17.6 of TSI TAP). • The “Path Coordination” message (based on European sector agreements). • The “Error” message (based on European sector agreements). The capacity request messages will be implemented in 2020. ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages. For each message, ProRail determines which data must be provided by capacity applicants and which data must be sent by ProRail. In addition, ProRail determines per message in which situations it can be used and in which situations it cannot be used. The provision of performance information on the basis of the TSI TAF/TAP messages: • The “Train Running forecast” message (in accordance with Chapter 4.2.4.3 TSI TAF). • The “Train Running information” message (in accordance with Chapter 4.2.4.2 TSI TAF). • The “Train Running Interruption” message (in accordance with Chapter 4.2.5.2 TSI TAF). The messages will be delivered on the basis of the Operational Train Number and will in time be replaced with the Train_ID.
Request	via Product Management Information & ICT Services: informatiediensten@prorail.nl
Delivery time	On request.
Terms of delivery	Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

19 Description of the standard report and data supply on train service performance

Category	Notes
Report	Train service performance – standard report and data supply
Function	Standard traffic performance report: report on the various performances of the own train service whereby a choice can be made in terms of product options, delivery frequency and variation (detailing and aggregation level of data), see the table below for a more detailed explanation. Standard monitoring report: a daily standard report with clarifiable deviations of the own train service (registered by ProRail), classified according to cause and delay jumps, including safety incidents and related data. Standard traffic performance data supply: provision of measurement data of the performance of the own train service. The report and data concern the network managed by ProRail, excluding the locally operated areas.
Facility	The information products are delivered to a standard email address indicated by the railway undertaking, from where the authorised client can distribute the products within his/her own organisation.
Request	Via the Performance Analysis Office (PAB@prorail.nl)
Delivery time	Depending on the agreed frequency
Terms of delivery	Agreements on the train service performance reports are included in the Access Agreement.

Detailed explanation of the standard report on the performance of the train service			
Products	**Notes**	**Frequency**	**Range**
monitoring train deviations	causes and scale of delay jumps, safety incidents and related data	day/week/month/quarter/year	train series/train-path point/network
detailed activities	Planning and realisation times at train number level.	day	train number/activity/train-path point
delays	Arrival and departure activities at train-path points per train number in the event that the standard time specified by the client is exceeded.	day/week	train number/activity/train-path point
delay counts	Number of arrival and departure delays at a train-path point in a period.	Week/month/quarter/year	train number/activity/train-path point
punctuality	arrival and departure activities at train-path points per train series within a standard time specified by the client.	day/week/month/quarter/year	series/activity/train-path point
connections	transfer possibilities within a specified transfer standard as given by the railway undertaking.	day/week/month/quarter/year	train number/series/connecting station
cancellation	information on non-realised train arrivals for which no replacement train was inserted	day/week/month/quarter/year	train number/train series/activity/train-path point
orders	requests for train activities submitted by railway undertakings.	day/week/month	transport operator/network
tonnages	tonnages the train whereby a distinction is made between whether the tonnage has been measured or use has been made of the standard weights table	day/week/month	transport operator/train number
train km	number of run km per train	day / week / month	transport operator/train number

Detailed explanation of the standard report on the performance of the train service			
Products	**Notes**	**Frequency**	**Range**
parking	duration of the parking of freight trains on railway yards	day/week/month	transport operator/train number

20 Description of the Approval Monitoring application

Category	Notes
Application	Approval Monitoring
Function	This application enables railway undertakings to accept or reject the causes of train deviations assigned to railway undertakings. By doing so, the railway undertaking contributes to the quality of the data and the monitoring process. The data provided by this application can also be used to analyse the process.
Facility	Access to the Approval Monitoring application on the ProRail network (via Citrix account).
Request	via the Logistics Portal of ProRail
Delivery time	on request (indication approx. 1 month)
Terms of delivery	A Service Level Agreement forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

21 Description of the application GSM-R Walkie-Talkies

Category	Notes
Application	GSM-R Walkie-Talkies
Function	Operational voice communication (point-to-point and group communication via handhelds / walkie-talkies on railway yards or in tunnels). The service Voice Railway Safety is also supported within GSM-R Walkie-Talkies.
Facility	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. ProRail makes SIM cards available.
Request	Via the Logistics Portal of ProRail
Delivery time	Between two and six weeks for delivery of the GSM-R-SIM card, depending on the service.
Terms of delivery	A Service Level Agreement forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

22 Description of the application Other rail-related GSM-R voice and data

Category	Notes
Application	Other rail-related GSM-R voice and data
Function	Operational voice communication (point-to-point via handhelds / walkie-talkies in railway yards or tunnels), data communication (SMS, circuit switched or packet switched for telemetry applications).
Facility	The service consists of a SIM card for a walkie-talkie/handheld to be purchased by the railway undertaking. ProRail also provides the necessary network configuration within the GSM-R network.

Category	Notes
Request	Via the Logistics Portal of ProRail
Delivery time	Two weeks for delivery of GSM-R SIM card. Depending on the complexity of the request, the delivery time is a maximum of three months.
Terms of delivery	A Service Level Agreement forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

Appendix 24 Conditions for use of the tractive power supply system (Chapter 5.2.4)

The use of the tractive power supply system forms part of the basic access package. This appendix comprises the terms of delivery for the use of the tractive power supply system. The route sections with a tractive power supply system and current take-up restrictions are shown in Appendix 17.

The railway undertaking will in the Access Agreement decide whether or not to use the traction power supply system, whereby a distinction is made between the Combined Network and the Betuweroute.

Use of the tractive power supply system of the Combined Network
The railway undertaking wishing to use the tractive power supply system is required before contracting the basic access package to provide ProRail:

- With a statement in accordance with the model statement for 'Consumption and Purchase of Electric Tractive Power' (see the website of VIVENS), which reflects that the railway undertaking has concluded an agreement with at least one power supplier and has fulfilled all relevant contractual obligations.
- A forecast of the consumption of electrical tractive power during the coming 5 years, with a distinction according to consumption on the 1500V DC network and the 25kV AC network.

Use of the tractive power supply system of the Betuweroute and the Zevenaar – Zevenaar Grens route section.
The railway undertaking wishing to use the tractive power supply system is required before contracting the basic access package:

- to inform ProRail of its supplier of electric tractive power;
- To provide a forecast of the consumption of electric tractive power:
  - for the coming seven years, including an annual specification before 15 October of each year;
  - for the coming year, including a quarterly specification, before 15 October of each year;
  - for the coming calendar year, as accurately as possible, before 15 December;
- the realised consumption of tractive power on the Betuweroute during the past calendar year, accompanied by an approved auditor's statement, annually by 1 April at the latest.

If the railway undertaking is a member of the CIEBR purchasing organisation, CIEBR can submit the aforementioned specifications to ProRail on behalf of the railway undertaking.

The railway undertaking will appoint a programme officer with with full authority as referred to in the System Code of the NMA, the Netherlands Competition Authority. The programme officer will accept full programme responsibility for the connections to the electric tractive power system, including the consequences of imbalance and indemnify ProRail against all claims concerning the programme responsibility for the connections of the electric tractive power system.
ProRail prefers that the railway undertakings using electric tractive power on the Betuweroute jointly appoint one programme officer.

Advance payments and factual charge
ProRail will charge a monthly advance to the railway undertakings using electric tractive power. ProRail determines the advance as a pro rata share, based on the information at its disposal.

ProRail calculate the factual charge for the service in the relevant calendar year and, following expiry of the calendar year, settles this against the paid advances. This takes place as soon as all railway undertakings using electric tractive power have provided a consumption statement (as referred to under the fifth bullet).

Information exchange:
The railway undertaking will, on request, provide ProRail with copies of supplier invoices and cooperate in the annual audit of consumption data by an independent party.

ProRail will on request provide CIEBR permission on the use of the infrastructure by railway undertakings that are members of CIEBR with a view to determining the consumption of traction electricity per railway undertaking, on condition that the relevant railway undertaking grants permission for the provision of this data in the sense of Article 6 General Terms & Conditions to the Access Agreement. ProRail obliges CIEBR to respect confidentiality and to only use the information for the purpose for which it was provided.

ProRail requires the railway undertaking to provide particulars per type of electric railway vehicle as described in Section 3 of Appendix 8.

Appendix 25 Stations (Chapter 6.3.1.3)

The table below offers an alphabetical list of the available stations, with a classification into one of the station categories 'cathedral', 'mega', ‘plus’, ‘basic’ or ‘stop’ for the purpose of determining the charge. Any newly opened stations not included in the list below are allocated as standard to the category ‘basic’.

Name of the station	Station category
Aalten	basic
Abcoude	basic
Akkrum	stop
Alkmaar	plus
Alkmaar Noord	basic
Almelo	plus
Almelo de Riet	basic
Almere Buiten	basic
Almere Centrum	mega
Almere Muziekwijk	basic
Almere Oostvaarders	basic
Almere Parkwijk	basic
Almere Poort	basic
Alphen aan den Rijn	plus
Amersfoort Centraal	mega
Amersfoort Schothorst	basic
Amersfoort Vathorst	basic
Amsterdam Amstel	mega
Amsterdam Arena	stop
Amsterdam Bijlmer ArenA	mega
Amsterdam Centraal	cathedral
Amsterdam Holendrecht	basic
Amsterdam Lelylaan	plus
Amsterdam Muiderpoort	plus
Amsterdam Rai	basic
Amsterdam Science Park	basic
Amsterdam Sloterdijk	mega
Amsterdam Zuid	mega
Anna Paulowna	basic
Apeldoorn	plus
Apeldoorn De Maten	stop
Apeldoorn Osseveld	basic
Appingedam	stop
Arkel	stop
Arnemuiden	stop
Arnhem Centraal	mega
Arnhem Presikhaaf	basic

Name of the station	Station category
Arnhem Velperpoort	basic
Arnhem Zuid	basic
Assen	basic
Baarn	basic
Bad Nieuweschans	stop
Baflo	stop
Barendrecht	basic
Barneveld Centrum	basic
Barneveld Noord	stop
Barneveld Zuid	stop
Bedum	stop
Beek-Elsloo	basic
Beesd	stop
Beilen	basic
Bergen op Zoom	basic
Best	basic
Beverwijk	basic
Bilthoven	basic
Blerick	basic
Bloemendaal	basic
Bodegraven	basic
Borne	basic
Boskoop	basic
Boskoop Snijdelwijk	stop
Boven Hardinxveld	stop
Bovenkarspel Flora	stop
Bovenkarspel-Grootebroek	basic
Boxmeer	basic
Boxtel	basic
Breda	mega
Breda Prinsenbeek	basic
Breukelen	basic
Brummen	basic
Buitenpost	basic
Bunde	stop
Bunnik	basic
Bussum Zuid	basic

Name of the station	Station category
Capelle Schollevaar	basic
Castricum	basic
Chevremont	stop
Coevorden	basic
Cuijk	basic
Culemborg	basic
Daarlerveen	stop
Dalen	stop
Dalfsen	basic
De Vink	basic
De Westereen	stop
Deinum	stop
Delden	basic
Delft	mega
Delft Campus	basic
Delfzijl	stop
Delfzijl West	stop
Den Dolder	basic
Den Haag Centraal	cathedral
Den Haag HS	mega
Den Haag Laan van NOI	plus
Den Haag Mariahoeve	basic
Den Haag Moerwijk	basic
Den Haag Ypenburg	basic
Den Helder	basic
Den Helder Zuid	basic
Deurne	basic
Deventer	plus
Deventer Colmschate	basic
Didam	basic
Diemen	basic
Diemen Zuid	basic
Animals	basic
Doetinchem	basic
Doetinchem De Huet	basic
Dordrecht	mega
Dordrecht Stadspolders	basic
Dordrecht Zuid	basic
Driebergen-Zeist	basic
Driehuis	basic
Dronryp	stop
Dronten	basic
Duiven	basic
Duivendrecht	plus

Name of the station	Station category
Echt	basic
Ede Centrum	stop
Ede-Wageningen	plus
Eemshaven	basic
Eijsden	stop
Eindhoven Centraal	mega
Eindhoven Stadion	stop
Eindhoven Strijp-S	basic
Elst	basic
Emmen	basic
Emmen Zuid	stop
Enkhuizen	basic
Enschede	plus
Enschede De Eschmarke	stop
Enschede Kennispark	basic
Ermelo	basic
Etten-Leur	basic
Eygelshoven	stop
Eygelshoven Markt	stop
Feanwâlden	stop
Franeker	basic
Gaanderen	stop
Geldermalsen	basic
Geldrop	basic
Geleen Oost	stop
Geleen-Lutterade	basic
Gilze-Rijen	basic
Glanerbrug	stop
Goes	basic
Goor	basic
Gorinchem	basic
Gouda	mega
Gouda Goverwelle	basic
Gramsbergen	stop
Grijpskerk	stop
Groningen	mega
Groningen Europapark	basic
Groningen Noord	basic
Grou-Jirnsum	stop
Haarlem	mega
Haarlem Spaarnwoude	basic
Halfweg-Zwanenburg	basic
Harde (‘t)	basic
Hardenberg	basic

Name of the station	Station category
Harderwijk	basic
Hardinxveld Blauwe Zoom	stop
Hardinxveld-Giessendam	basic
Haren	basic
Harlingen	basic
Harlingen Haven	stop
Heemskerk	basic
Heemstede-Aerdenhout	basic
Heerenveen	basic
Heerenveen IJsstadion	stop
Heerhugowaard	basic
Heerlen	basic
Heerlen De Kissel	stop
Heerlen Woonboulevard	stop
Heeze	basic
Heiloo	basic
Heino	stop
Helmond	basic
Helmond 't Hout	basic
Helmond Brandevoort	basic
Helmond Brouwhuis	basic
Hemmen-Dodewaard	stop
Hengelo	plus
Hengelo Gezondheidspark	stop
Hengelo Oost	stop
Hertogenbosch ('s)	mega
Hertogenbosch Oost ('s)	basic
Hillegom	basic
Hilversum	mega
Hilversum Media Park	basic
Hilversum Sportpark	basic
Hindeloopen	stop
Hoensbroek	stop
Hoevelaken	basic
Hollandsche Rading	stop
Holten	basic
Hoofddorp	plus
Hoogeveen	basic
Hoogezand-Sappemeer	basic
Hoogkarspel	basic
Hoorn	plus
Hoorn Kersenboogerd	basic
Horst-Sevenum	basic
Houten	basic

Name of the station	Station category
Houten Castellum	basic
Houthem-St.Gerlach	stop
Hurdegaryp	stop
IJlst	stop
Kampen	basic
Kampen Zuid	basic
Kapelle-Biezelinge	basic
Kerkrade Centrum	stop
Kesteren	stop
Klarenbeek	stop
Klimmen-Ransdaal	stop
Koog aan de Zaan	basic
Koudum-Molkwerum	stop
Krabbendijke	stop
Krommenie-Assendelft	basic
Kropswolde	stop
Kruiningen-Yerseke	stop
Lage Zwaluwe	stop
Landgraaf	stop
Lansingerland-Zoetermeer	basic
Leerdam	basic
Leeuwarden	plus
Leeuwarden Camminghaburen	stop
Leiden Centraal	cathedral
Leiden Lammenschans	basic
Lelystad Centrum	plus
Lichtenvoorde-Groenlo	basic
Lochem	basic
Loppersum	stop
Lunteren	stop
Maarheeze	basic
Maarn	basic
Maarssen	basic
Maastricht	plus
Maastricht Noord	stop
Maastricht Randwyck	basic
Mantgum	stop
Mariënberg	stop
Martenshoek	basic
Meerssen	basic
Meppel	basic
Middelburg	basic
Mook Molenhoek	stop

Name of the station	Station category
Naarden-Bussum	basic
Nieuw Amsterdam	stop
Nieuw Vennep	basic
Nieuwerkerk a/d IJssel	basic
Nijkerk	basic
Nijmegen	mega
Nijmegen Dukenburg	basic
Nijmegen Goffert	basic
Nijmegen Heyendaal	basic
Nijmegen Lent	basic
Nijverdal	basic
Nunspeet	basic
Nuth	stop
Obdam	basic
Oisterwijk	basic
Oldenzaal	basic
Olst	basic
Ommen	basic
Oosterbeek	stop
Opheusden	stop
Oss	basic
Oss West	basic
Oudenbosch	basic
Overveen	basic
Purmerend	basic
Purmerend Overwhere	basic
Purmerend Weidevenne	basic
Putten	basic
Raalte	basic
Ravenstein	basic
Reuver	basic
Rheden	stop
Rhenen	basic
Rijssen	basic
Rijswijk	basic
Rilland-Bath	stop
Roermond	plus
Roodeschool	stop
Roosendaal	plus
Rosmalen	basic
Rotterdam Alexander	plus
Rotterdam Blaak	plus
Rotterdam Centraal	cathedral
Rotterdam Lombardijen	basic

Name of the station	Station category
Rotterdam Noord	basic
Rotterdam Stadium	stop
Rotterdam Zuid	basic
Ruurlo	stop
Santpoort Noord	stop
Santpoort Zuid	stop
Sappemeer Oost	stop
Sassenheim	basic
Sauwerd	stop
Schagen	basic
Scheemda	stop
Schiedam Centraal	plus
Schin op Geul	stop
Schinnen	stop
Schiphol Airport	cathedral
Sittard	plus
Sliedrecht	basic
Sliedrecht Baanhoek	basic
Sneek	basic
Sneek Noord	basic
Soest	stop
Soest Zuid	basic
Soestdijk	stop
Spaubeek	stop
Stavoren	stop
Stedum	stop
Steenwijk	basic
Susteren	stop
Swalmen	stop
Tegelen	stop
Terborg	stop
Tiel	basic
Tiel Passewaaij	basic
Tilburg	mega
Tilburg Reeshof	basic
Tilburg Universiteit	basic
Twello	basic
Uitgeest	basic
Uithuizen	stop
Uithuizermeeden	stop
Usquert	stop
Utrecht Centraal	cathedral
Utrecht Leidsche Rijn	basic
Utrecht Lunetten	basic

Name of the station	Station category
Utrecht Overvecht	basic
Utrecht Terwijde	basic
Utrecht Vaartsche Rijn	basic
Utrecht Zuilen	basic
Valkenburg	basic
Varsseveld	stop
Veendam	basic
Veenendaal Centrum	basic
Veenendaal West	basic
Veenendaal-De Klomp	basic
Velp	basic
Venlo	basic
Venray	basic
Vierlingsbeek	stop
Vleuten	basic
Vlissingen	basic
Vlissingen Souburg	stop
Voerendaal	stop
Voorburg	basic
Voorhout	basic
Voorschoten	basic
Voorst-Empe	stop
Vorden	stop
Vriezenveen	stop
Vroomshoop	stop
Vught	basic
Waddinxveen	basic
Waddinxveen Noord	stop
Waddinxveen Triangel	stop
Warffum	stop
Weert	basic
Weesp	plus
Wehl	stop

Name of the station	Station category
Westervoort	basic
Wezep	basic
Wierden	basic
Wijchen	basic
Wijhe	basic
Winschoten	basic
Winsum	basic
Winterswijk	basic
Winterswijk West	stop
Woerden	plus
Wolfheze	stop
Wolvega	basic
Workum	stop
Wormerveer	basic
Zaandam	plus
Zaandam Kogerveld	basic
Zaandijk Zaanse Schans	basic
Zaltbommel	basic
Zandvoort aan Zee	basic
Zetten-Andelst	stop
Zevenaar	basic
Zevenbergen	basic
Zoetermeer	basic
Zoetermeer Oost	basic
Zuidbroek	stop
Zuidhorn	basic
Zutphen	plus
Zwijndrecht	basic
Zwolle	mega
Zwolle Stadshagen	basic

Appendix 26 Performance scheme (Chapter 6.5)

ProRail applies the performance scheme detailed in this appendix to railway undertakings active in the freight and passenger transport market segments. The performance scheme encourages railway undertakings and ProRail to minimise disruption and improve the performance of and on the main railway network. The scheme consists of a general part applicable to all railway undertakings and is divided into specific parts for the passenger and freight market segments respectively.

ProRail reports on the realised performances, as well as the resulting surcharges or discounts, in the manner as detailed in the various parts of the scheme. In addition, ProRail annually publishes the average performance level per market segment.

The components of the performance scheme are laid down in the Access Agreement.

1 Performance scheme complaints procedure

- Complaints and disputes regarding the implementation of the performance scheme agreed in the Access Agreement will be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes.
- A party to the Access Agreement that is of the opinion that the other party to the agreement does not (properly) fulfil the performance scheme and that its complaint should be handled with urgency, can invoke application of the 'Performance scheme complaints procedure'.
- The complainant will submit the request for application of the 'Performance scheme complaints procedure' in writing to ProRail within 5 working days of receiving the information or documentation that gave rise to the complaint.
- The complaint will be handled by an impartial chairman designated by ProRail with the approval of the complainant. ProRail and the complainant will provide the chairman with the information that they consider necessary. The chairman will consult with both parties, at least once in each other's presence.
- After hearing the parties, the chairman will assess the urgent nature of the complaints procedure and will (if urgency applies) release a written opinion on the complaint within 10 working days.
- The complaint is satisfactorily resolved when both parties agree to the resolution in accordance with the decision by the chairman. Any party that is of the opinion that the complaint is not satisfactorily resolved will inform the other party thereof within 10 working days of the opinion of the chairman, after which the handling will be continued in accordance with the General Regulations on the Settlement of Complaints and Disputes, applicable from Article 1, Paragraph 4.
- On the application of this 'Performance scheme complaints procedure', the time periods stated in the General Regulations on the Settlement of Complaints and Disputes will be suspended until 10 working days after the chairman has released his opinion.
- This 'Performance scheme complaints procedure' constitutes the dispute regulation as referred to in Directive 2012/34/EU, Annex VI, Section 2.g.

2 Schemes for specific market segments

Schemes for the passenger and freight transport market segments are described in the paragraphs below. These schemes do not have a financial component in the form of bonuses and penalties, but aim, by measuring, discussing and publishing the values of specific indicators per railway undertaking, to encourage railway undertakings to improve performance on these indicators. The same applies to ProRail's performance on the specific indicators that apply to the network manager.

For the publication of the performance indicators on the Logistics Portal, an exception is made to the provisions of Article 6 of the General Terms & Conditions relating to confidentiality. The values of the agreed performance indicators for this performance scheme for each railway undertaking and the

infrastructure manager are not considered confidential. ProRail also publishes the average realised values on its website.[129]

2.1 Schemes for the passenger transport market segment

ProRail will in the Access Agreement with the railway undertaking agree on a scheme that concerns:

1. Rolling stock defects
2. Delivered train paths

2.1.1 Rolling stock defects

Objective
The 'rolling stock defects' section of the performance scheme aims to reduce the number of defects in railway vehicles or to encourage the railway undertaking to repair rolling stock defects as quickly as possible.

Indicator
The number of defects in railway vehicles of the railway undertaking per 100,000 train kilometres driven in a given timetable year.

Starting points
The railway undertaking strives in 2021 to achieve an improvement in the value of the indicator compared to:

- The lowest value of the indicator of the railway undertaking in question in the past 3 years (2017 - 2019).
- The standard value of the indicator of the passenger transport market segment. The standard value is determined by the average realised value of the indicator over the past 3 years (2017 - 2019).

Monitoring and discussion regime
Before commencement of the 2021 timetable, ProRail will publish on the Logistics Portal:

- The lowest value of the indicator per railway undertaking in the period 2017 - 2019.
- The standard value of the passenger transport market segment calculated on the basis of the average for the period 2017 - 2019.

After the end of the 2021 timetable, ProRail will publish on the Logistics Portal:

- The realised value of the indicator per railway undertaking in the year 2021.
- The realised value of the passenger transport market segment in the year 2021. This average realised annual value is also published on the ProRail website.[130]

If a railway undertaking has been active on a particular route for less than three years, the actual figures used are determined in consultation prior to the scheduling year. This will be stated with the publication.

2.1.2 Delivered train paths

Objective
The 'delivered train paths' section of the performance scheme aims to increase the proportion of train paths supplied by ProRail in relation to the total number of train paths agreed with the railway undertaking.

129 Article 11i(4) Implementation Directive 2012/34/EU on establishing a single European railway area.
130 Article 11i(4) Implementation Directive 2012/34/EU on establishing a single European railway area.

Indicator
The percentage of train paths delivered in relation to the train paths agreed with the railway undertaking in a given timetable year.

Starting points
For each railway undertaking, ProRail strives to improve the value of this indicator in 2021 compared to 2020.

Monitoring and discussion regime
At the end of the 2021 timetable, ProRail will publish the value of the indicator per railway undertaking on the Logistics Portal. This average realised annual value is also published on the ProRail website.[131]

2.2 Schemes for the freight transport market segment

ProRail will agree with the railway undertaking on a scheme that concerns:

1. Departure punctuality of freight trains
2. Client nuisance as a result of infrastructure or third party failures
3. Train running in accordance with the timetable offered

2.2.1 Departure punctuality of freight trains

Objective
The aim of the 'Departure punctuality of freight trains' scheme is to improve the service provided to the client (timely transport). Within the EU, the process behind this indicator is perceived as insufficient and there is an urgent need for improvement. For maximum compliance with the European process, the same performance indicator is used, with punctuality measured in relation to the original plan with a maximum delay of 30 minutes. The original plan refers to the Donna transfer to Traffic Control systems. After a baseline measurement in November 2019, the target for 2021 will be set and included in the Access Agreement.

Starting points
- Railway undertakings are the “owners” of this performance indicator. This ownership means that they will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime
- According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.
- A maximum of five regular trains (running at least three times a week) per railway undertaking per quarter, to be determined in consultation.

2.2.2 Client nuisance due to infrastructure, system or third-party failures

Objective
The aim of the 'Client nuisance due to infrastructure, system or third-party failures' scheme is to reduce the impact of failures on the freight process. This indicator indicates whether and how many trains must be rerouted as a result of such failures and how many trains have been cancelled.

The performance indicator is used to measure how many trains are rerouted and the time impact this has on transport and to measure how many trains have been cancelled as a result of a failure. After a baseline measurement in November 2019, the target for 2021 will be set.

131 Article 11i(4) Implementation Directive 2012/34/EU on establishing a single European railway area.

Starting points

- ProRail is the “owner” of this performance indicator. This ownership means that ProRail will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime

- According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.

2.2.3 Train running in accordance with the timetable offered

Objective
The purpose of the 'Train running in accordance with the timetable offered' scheme is to ensure that trains run in accordance with the allocated timetable. This results in less nuisance and therefore a more feasible plan on the combined network and at the points where freight trains enter and exit the combined network.

The performance indicator is measured on the basis of yellow signal passages on the relevant axes where many freight trains and passenger trains make joint use of the infrastructure.
After a baseline measurement in November 2019, the target for 2021 will be set.

Starting points

- Railway undertakings are the “owners” of this performance indicator. This ownership means that they will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime
According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.

2.3 Train running in accordance with the timetable offered

Objective
The purpose of the 'Train running in accordance with the timetable offered' scheme is to ensure that trains run in accordance with the allocated timetable. This results in less nuisance and therefore a more feasible plan on the combined network and at the points where freight trains enter and exit the combined network.

The performance indicator is measured on the basis of yellow signal passages on the relevant axes where many freight trains and passenger trains make joint use of the infrastructure.
After a baseline measurement in November 2019, the target for 2021 will be set.

Starting points

- Railway undertakings are the “owners” of this performance indicator. This ownership means that they will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime
According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.

Appendix 27 Compensation scheme for timetable changes (Chapters 4.5.4 and 4.5.5)

1 Regulations for passenger transport trains

In order to apply the compensation scheme to passenger trains that are cancelled owing to capacity requested in the annual timetable for the performance of construction work, as described in Chapter 4.5.4of the Network Statement, the route sections are divided into 2 categories:

Category 1 comprises the following route sections:

- Den Helder – Alkmaar – Amsterdam Centraal – Eindhoven – Maastricht / Heerlen
- Woerden – Leiden – Haarlem – Amsterdam Centraal
- Rotterdam Centraal / Den Haag Centraal – Utrecht Centraal – Zwolle – Groningen / Leeuwarden
- Amsterdam Centraal – Amersfoort – Deventer – Enschede / Oldenzaal grens
- Amsterdam Centraal – Schiphol Airport – Den Haag HS – Rotterdam Centraal – Roosendaal – Vlissingen / Roosendaal grens
- Schiphol Airport – Duivendrecht – Lelystad – Zwolle
- Hilversum – Utrecht Centraal – Arnhem – Zevenaar grens / Nijmegen
- Zwolle – Arnhem – ‘s-Hertogenbosch
- Roosendaal / Lage Zwaluwe – Breda – Tilburg – Boxtel / ’s-Hertogenbosch
- Eindhoven – Venlo

Category 2 comprises all other route sections, which are not allocated to Category 1.

2 Regulations for freight transport

The definition and charges below apply supplementary to the compensation scheme for freight trains as described in Chapter 4.5.4.

Determining the number of trains for compensation (definition ‘affected trains’)
The compensation is calculated over the average number of trains that during the same period as the possessions (in terms of duration, day type and time) have actually run on the cancelled route section during one and two weeks before the possessions or one and two weeks after the cancellation. This is based on trains registered as 'freight trains' in Spoorkompas.

Any freight trains that have run during the period of possession are deducted.

Tariff
The compensation tariff for freight trains depends on the route section on which the possession took place and is expressed as an amount per affected train (see definition above).

The charges for the most popular freight routes are included in the table below. A specific compensation tariff is determined on a case-by-case basis in the event of possession measures that affect multiple route sections, whereby the customary reroutings cannot be used.

Route section	Compensation tariff
Amersfoort – Deventer	€ 550
Amersfoort - Zwolle	€ 330
Amersfoort – Duivendrecht Aansluiting	€ 770
Amersfoort – Utrecht	€ 550
Almelo – Mariënberg	€ 110
Alphen a/d Rijn – Gouda	€ 330
Amsterdam Centraal – Breukelen	€ 550
Breda – Roosendaal	€ 550
Breda – Tilburg	€ 550
Breukelen – Utrecht	€ 110

Route section	Compensation tariff
Boxtel – Eindhoven	€ 770
Boxtel – Vught Aansluiting	€ 330
Beverwijk – Haarlem	€ 770
Eindhoven – Roermond	€ 330
Eindhoven – Venlo grens	€ 770
Gouda – Harmelen Aansluiting	€ 330
Herfte Aansluiting – Mariënberg	€ 990
Haarlem – Amsterdam Sloterdijk	€ 770
Harmelen Aansluiting – Breukelen	€ 770
Harmelen Aansluiting – Utrecht	€ 110
's-Hertogenbosch – Lunetten	€ 550
Kijfhoek – Lage Zwaluwe	€ 550
Kijfhoek – Meteren Aansluiting	€ 550
Leeuwarden – Meppel	€ 550
Meppel – Onnen	€ 550
Meteren Aansluiting - Zevenaar Oost	€ 550
Roermond – Sittard	€ 1,210
Roermond - Venlo	€ 990
Gouda – Rotterdam Zuid	€ 330
Deventer – Oldenzaal grens	€ 770
Sittard – Eijsden border	€ 550
Tilburg – Boxtel	€ 550
Tilburg – Vught Aansluiting	€ 330
Utrecht – Zevenaar Oost	€ 110
Lage Zwaluwe – Breda	€ 330
Lage Zwaluwe – Roosendaal	€ 1,210

3 Compensation scheme ad hoc capacity for works

Pursuant to point b) of Chapter 4.5.5, titleholders and ProRail are given the opportunity, when agreeing to the capacity change, to impose the condition that any disadvantage they suffer as a result of a deviation from previously distributed capacity is compensated. This compensation is limited to direct operational costs, which shall be properly substantiated.

The opportunity referred to in point b) is being further detailed into a standardised method of cost reimbursement, in order to create uniformity and reduce the administrative burden on freight transport operators and ProRail. For the sake of clarity, this scheme does not cover the situation referred to in point b) of Chapter 4.5.5 of the Network Statement 2020. No compensation for disadvantage shall apply. The tariffs below serve as compensation for the disadvantage suffered as a result of deviation from previously allocated capacity in the case of (maintenance) work (in the sense of Chapter 4.5.5 of the Network Statement 2018) not allocated in the annual timetable. These tariffs are based on the calculations of the costs incurred for the 3rd Rail project and have been tested by TNO and the European Commission.

Table 1

Compensation for changed capacity per extra (rerouted) km in relation to the originally allocated km	Tariff (per train kilometre)
extra charge train path service (depending on weight)	€ *
extra locomotive costs	€ 2.57
extra energy costs	€ 1.93
extra driver costs	€ 0.99

* The amount of the compensation depends on the weight as referred to in Table 6.1

Table 2

Compensation for cancelled capacity per km without alternative (km of the original route)	Tariff (per train kilometre)
Total	€ 5.65

Calculation example: A freight train with capacity rights from Maasvlakte West via Moerdijk Bridge to Venlo will, in case of an ad hoc possession on the Moerdijk Bridge that is requested 2 weeks before performance and for which no alternative timetable is available within 6 hours via, for example, Utrecht, be given a compensation amount of 195.5 km x € 5.65 / km = € 1,105.27.

The starting points for the compensation scheme are:

- Only allocated rights that are affected by ad hoc works and lead to the rerouting or cancellation of a train are eligible for compensation of the direct operating costs.
- The rerouting or cancellation of a train is regarded as a deviation from the previously allocated capacity.
- A train will be considered cancelled if no alternative path can be offered on the Combined Network or the Betuweroute within 6 hours of the last allocated capacity, where the train has not run and the cause is attributable to the work. In such cases, the kilometres of the original path shall be considered as the train kilometres eligible for compensation as referred to in Table 2.
- Compensation only concerns direct operating costs.
- Compensation shall only apply if the titleholder consents to accommodation of the works and deviations from the previously allocated capacity.
- Light locomotives are excluded from the cancellation scheme, but not for compensation of disadvantage within the meaning of this scheme.
- Only capacity rights that are allocated at the time of the announcement of the decision regarding possessions and which fall within the period of possession fall under this scheme.
- Disadvantage resulting from a train rerouting shall not be compensated if compensation has been paid for cancellation of the same train.