

Supplement 1 to the Network Statement 2022

ProRail has adopted the following supplements and/or changes to the Network Statement 2022, in accordance with the provisions of Chapter 1.6 of this Network Statement.

1 Preconditions for trains longer than 650m at Venlo railway yard (Chapters 2.3.8 and 4.8.3)

In Chapter 2.3.8 Train length, a new bullet is inserted after the third bullet with the following provision:

"Deviations from the limit value of 650m on the Dutch side of the Venlo - Kaldenkirchen border crossing are permitted if the 'Preconditions for long trains via Venlo', which can be found on the [Logistics Portal](#), are complied with.¹"

2 Tightening up process for allocating ad hoc capacity during works (Chapters 4.3 and 4.3.4)

- I. The last sentence of Chapter 4.3, "This last group of restrictions need not necessarily have been caused by works; ProRail assumes a directive role in solving this restriction." will be changed as follows:

"This last group of restrictions does not have to be caused by works. ProRail is responsible for directing the resolution of temporary capacity restrictions. For this, refer to Chapter 4.3.4."

- II. The entire text of Chapter 4.3.4 will lapse and be replaced with the following passage:

- a) *Ad hoc capacity for works may be required after the publication dates at eight and four months before the start of the timetable. ProRail will determine a capacity restriction if:*
- i. *Irregularities occur / threaten to occur⁷⁹ that endanger or are likely to endanger safe and undisturbed train traffic (or operations on the network)⁸⁰.*
 - ii. *There are impactful disruptions.*
 - iii. *Postponement of works is not cost effective or could lead to undesirable damage to the condition of the railway network or its lifespan.*
 - *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. If necessary, capacity rights will be withdrawn and, where appropriate, traffic will be reallocated in order to optimise the execution of works and the remaining timetable.*
 - *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 titleholders concerned.*
 - *Paragraph (iii) is subject to the condition that the time of performance is established in accordance with time periods set out in Chapter 4.3.3.5.*
- 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. ProRail or the titleholders are permitted:*
- *To make an addition or change that was not reasonably foreseeable and that will be carried out in the relevant timetable year; the need for this change will be substantiated in writing.*

¹ This document will also be added to Appendix 6 List of related documents on the Logistics Portal.

- *ProRail and the titleholders will cooperate in this alteration; determination only takes place with the consent of capacity holders who are affected by this alteration.*
- *If there is no consensus, the dispute will be resolved in accordance with the dispute resolution procedure within ten working days of the dispute being submitted.*
- *Titleholders who are capacity holders or ProRail may, when giving their consent, only stipulate the condition that the disadvantage they suffer by this alteration is compensated. This compensation is limited to direct operational costs, which will be properly substantiated. The compensation for freight transport operators is standardised and laid down in Chapter 5.6.6.5.*
- *A dispute regarding only the amount of the compensation will not lead to the proposed alteration not taking effect. A dispute about the compensation will be settled in accordance with Appendix 4 of the Network Statement, Complaints and Disputes Procedure.*

Footnote 79 To be ascertained on the basis of inspections, notifications, disruptions, etc.

Footnote 80 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

3 Cancellation charge (Chapters 5.6.1, 5.6.2, 5.6.3, 5.6.4 and 5.6.4.1)

- In Chapter 5.6.1, the sentence "For the penalties for not using and cancelling train paths, see Chapter 5.6.3 and 5.6.4." is deleted.
- In Chapter 5.6.2, the sentence "For the cancellation of train paths, see Chapter 5.6.4." is deleted.
- The entire text of Chapter 5.6.3 is deleted and is replaced with:

"No charges or surcharges apply to the non-use of train paths by titleholders."
- The entire text of Chapter 5.6.4 is deleted and is replaced with:

"No charges or surcharges apply to the cancellation of train paths by titleholders."

4 Connection to process water pipes and sewers (Chapter 5.1)

- In Chapter 5.1, under the heading "Connection to process water pipes and sewers", the following lines are inserted after the sentence "ProRail will only facilitate a connection to ProRail's network under certain conditions if it is demonstrably impossible to make an own connection."

"If, during the modification or replacement of a water or sewerage installation on a railway yard, it is found that there is a connection to a facility owned by a railway undertaking and this connection is owned by ProRail, the installation and the facility will be unbundled. ProRail will inform the railway undertaking of this in good time and, if so desired, play a facilitating role in the transition to its own connection to the water and sewerage network."
- In the sentence "In both situations the costs and the management are for the account of the railway undertaking." "*both*" is replaced with "*all*".

5 ISVL not yet fully replaced by Order Portal in 2022 (Chapter 5.3.1 and Appendix 23)

- In Appendix 23, the following change is made to the table:

The line "ISVL-Buta" is inserted between the lines "Order Portal" and "Path Coordination System (PCS)".

Order Portal	Submit capacity requests for train paths in the Netherlands.	Appendix 23 - 9	4.2.3 4.8 5.3.1 6.2.4
ISVL-Buta	Application for communication relating to late requests (BuitenTermijnAanvragen) < 36 hours.	Appendix 23 - 34	5.3.1
PCS	Submit international capacity requests and offer capacity.	Appendix 23 - 10	4.2.3 5.3.1

II. In Appendix 23, a new table is inserted as number 34 for the ISVL-Buta application:

34 Description of the ISVL-Buta (BuitenTermijnAanvragen) application

ISVL-Buta (BuitenTermijnAanvragen)		
1. General information		
1.1	Facility	ISVL-Buta is an application, included in the Train Path service, under Category 1 of Annex II to EU 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		
2.1	Description	The ISVL-Buta application is used to record and thus communicate agreements 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" (BuitenTermijnAanvragen), the initiative lies with ProRail.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined). Availability of ancillary services: working days between 08.00 and 18.00 hrs
3.1.2	Technical characteristic	Access to the ISVL application via an external ProRail account.
3.1.3	Planned changes	N/A
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	N/A
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application is accessible from every computer with a browser and an Internet connection.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> 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. <p>If you have a ProRail account, you can apply for access to an application via IDM.</p>
6.2	Handling time	Requests will be processed within two weeks.

ISVL-Buta (BuitenTermijnAanvragen)

6.3	Information on capacity availability and temporary capacity restrictions	N/A
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6 New ICT services BODI and Provision of customised incident-related data (Chapter 5.5.2 and Appendix 23)

- I. In Chapter 5.5.2 Provision of additional information, in Table 5.3, the line "*Customised incident-related data*" is inserted between the lines "MTPS" and "Performance analysis".

MTPS	The provision of real-time data on train positions on the basis of train detection systems.	No charge applicable	Appendix 23 - 25
<i>Customised incident-related data</i>	<i>Provision of customised incident-related data.</i> - <i>Current Standard Obstruction Measures</i>	<i>On request (customisation)</i>	<i>Appendix 23 - 32</i>
<i>Performance analysis</i>			
Customised train service reports	Customised report, data supply and analysis of the train service performance.	On request (customisation)	Appendix 23 - 27

- II. In Appendix 23 Applications, publications and reports (Chapter 5.3.1 and 5.5), the following change is made in the table listing the applications, publications and reports:

The line "*Customised incident-related data*" is inserted between the lines "Provision of Rolling Stock and Train Position Service (MTPS)" and "Performance analysis".

Provision of Rolling Stock and Train Position Service (MTPS)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 - 25	5.5.2
<i>Customised incident-related data</i>	<i>Provision of customised incident-related data.</i> - <i>Current Standard Obstruction Measures</i>	<i>Appendix 23 - 32</i>	<i>5.5.2</i>
<i>Performance analysis</i>			
Train service report	Standard reports and data on train service performance.	Appendix 23 - 26	5.3.1

- III. Also in Appendix 23, a new table is inserted as number 32 for the service "*Provision of customised incident-related data*":

32 Provision of customised incident-related data

Provision of customised incident-related data

1. General information

1.1	Provision	Provision of customised incident-related data is a publication service under Category 4 of Annex II to EU Directive 2012/34.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		
2	Description	Provision of customised incident-related data (on condition that the data are available in SpoorWeb). These data can be read into own applications or used for analysis purposes. The following data stream is provided: - Current Standard Obstruction Measures (without image)
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Standard Obstruction Measures, daily file delivery (once a day). Support management services: during office hours.
3.1.2	Technical characteristic	Standard Obstruction Measures are delivered as one or more data files (xml-file).
3.1.3	Planned changes	The service is completed with the following data streams: - Data related to an undesired event, limited to specific titleholders. - Applied Obstruction Measure.
4. User costs		
4.1	Information regarding user charge	There are no additional costs associated with its use. However, the set-up costs (€15K) are charged when the data stream is purchased.
4.2	Information regarding discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	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).
5.2	Technical requirements made of rolling stock	N/A
5.3	Self-provision of rail-related services	N/A
5.4	IT systems	No specific conditions
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

IV. In Chapter 5.5.2 Revision of supplementary information, the line "*Handling and Stabling Data and Information (BODI)*" is inserted in Table 5.3 between the lines "Provision of Geodata" and "Order Portal".

Provision of GeoData	Provision of GPS/RD data regarding: <ul style="list-style-type: none"> • Centre of the track • Coupling point • Stations • Timetable points 	No charge applicable	Appendix 23 - 2
<i>Handling and Stabling Data and Information (BODI)</i>	<i>Provides support in carrying out capacity analyses for the handling and stabling of rolling stock.</i>	<i>No charge applicable</i>	<i>Appendix 23 - 33</i>

Order Portal	Submit capacity requests for train paths in the Netherlands.	€ 643.70 Per Account above applied graduated scale	Appendix 23 - 9
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V. In Appendix 23 Applications, publications and reports (Chapter 5.3.1 and 5.5), the following change is made in the table in which the applications, publications and reports are listed:

The line "*Handling and Stabling Data and Information (BODI)*" is inserted between the lines "Provision of Geodata" and "Rail and road signs".

Provision of GeoData	Provision of GPS/RD data regarding: <ul style="list-style-type: none"> • Centre of the track • Coupling point • Stations • Timetable points 	Appendix 23 - 3	5.5.2
<i>Handling and Stabling Data and Information (BODI)</i>	<i>Provides support in carrying out capacity analyses for the handling and stabling of rolling stock.</i>	<i>Appendix 23 - 33</i>	<i>5.5.2</i>
Rail and Road Signs	Graphic information on the railway infrastructure for drivers.	Appendix 23 - 4	5.3.1

VI. Also in Appendix 23, a new table is inserted as number 33 for the service "*Handling and Stabling Data and Information (BODI)*":

33 Description of the Handling and Stabling Data and Information (BODI) application

Handling and Stabling Data and Information (BODI)		
1. General information		
1.1	Provision	Handling and Stabling Data and Information (BODI) is a service under Category 4 of Annex II to EU 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		
2.1	Description	<p>BODI is a software tool for carrying out capacity analyses for the handling and (long-term) stabling of rolling stock. The tool identifies the capacity needs of transport operators and shippers and compares them with the available supply. Such analyses form the basis for identifying capacity bottlenecks and deciding on measures to increase capacity.</p> <p>BODI is accessible to both ProRail and transport operators and shippers for consulting and performing analyses.</p> <p>The current version of BODI supports analyses relating to the handling and stabling of rolling stock for passenger transport; in time, this functionality will be expanded to include analyses for freight transport.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to maintenance periods). Maintenance is scheduled during workdays (Monday to Friday) from 08:00 - 18:00 hours. Availability of ancillary services: during working days from 08:00 – 18:00 hours.

Handling and Stabling Data and Information (BODI)		
3.1.2	Technical characteristic	Access to the web-based BODI application, which runs in a web browser.
3.1.3	Planned changes	From 2021 onwards, work will start on extending the functionality to facilitate analyses relating to the long-term stabling of freight wagons.
4. User costs		
4.1	Information related to the user charge	The use of BODI is free of charge.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	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).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The data is provided via the Internet.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> • 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. <p>If you have a ProRail account, you can apply for access to an application via IDM.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

7 Compensation scheme for the Havenspoorlijn (new Chapter 5.6.8)

- I. Under Chapter 5.6, a new Chapter 5.6.8 entitled "*Compensation for freight operators in case of disruption or restrictions on the Havenspoorlijn*" is inserted.
- II. The integral text of this chapter reads as follows:

The starting points for the compensation scheme are:

- *The number of disruptive infrastructure failures on the Havenspoorlijn (including Kijfhoek) is relatively high and compliance with the environmental permits and fire brigade instructions on the Havenspoorlijn (including Kijfhoek) in Rotterdam is not in order on all points.*
- *These aspects could translate into short and/or long-lasting restrictions to use (nuisance) for the railway undertakings using the Havenspoorlijn and Kijfhoek.*
- *The situation in terms of failures has further deteriorated in 2020 compared to previous years. The number of delayed minutes due to infrastructure failures has increased by more than 20% compared to 2019, the number of disruptive failures by more than 10%.*
- *This excessive disruption can lead to damage/additional costs for railway undertakings due to delays, cancellations and/or additional operations that must be performed at other locations than initially planned.*

- *These include additional costs for locomotive and train driver deployment, energy, rescheduling, additional stabling, etc.*
- *These additional costs arise in both the feeder processes and the linehaul processes.*
- *The additional costs are dependent to a limited degree on the weight of a train.*
- *In the coming years, ProRail will work to eliminate the causes of excessive disruption. This is expected to reduce the number of unplanned possessions and disruptions in the coming years. To this end, the number of additional planned ad hoc withdrawals (restrictions to use), required to carry out work, will first increase significantly.*

The starting points for the compensation scheme are:

- *An increase in costs due to excessive disruption is compensated by ProRail by means of a standardised scheme in the event of several (ten or more) disruptions in a quarter, whereby ProRail is the party causing the disruption.*
- *A failure is a disruption if it results in 121 or more minutes of delay calculated over all the trains affected. The impact and the number of trains affected are incorporated in the minutes of delay. The impact is measured on the basis of the current plan for the trains affected by the disruption. The current plan is the most current plan that the railway undertaking can rely on. A train that is cancelled due to a disruption counts as 120 minutes of delay.*
- *The amount of compensation (for the increase in costs due to excessive disruption) in a quarter depends on the number of disruptions on the Havenspoorlijn (including Kijfhoek). The more disruptions there are in a period, the higher the damage and the higher the compensation. If few or no disruptions occur, there will be no or limited increase in costs and no compensation will be paid in that period (quarter).*
- *The compensation scheme is linked to the Infrastructure and processes in order project, which runs from 13 December 2020 to 31 December 2023.*
- *In January 2022, the operation of the scheme will be evaluated and it will be determined whether it should be amended or continued after 31 December 2023.*
- *In 2021, the amounts from this scheme will be validated and adjusted where necessary for 2022-2023.*
- *ProRail reports the number of disruptions to rail undertakings/titleholders on a weekly basis. The report will be released within two working days of the end of the week and will contain all the disruptions and relevant detailed information, to which the transport operators can respond within three working days to ProRail.*
- *The compensation is the same for all rail undertakings and is applied in the same way regardless of whether the individual rail undertaking experienced more or less disruption in the relevant quarter.*
- *The compensation is granted for all kilometres invoiced by ProRail and paid for by trains with an origin and/or destination on the infrastructure of the Havenspoorlijn (including Kijfhoek). In addition, an exempted period per invoice line for the use of stabling tracks applies to stabling on the Havenspoorlijn, including Kijfhoek. The amount of the exempted period depends on the number of disruptions in the quarter.*
- *Only kilometres and parking minutes on infrastructure managed by ProRail are compensated.*
- *The compensation is paid to the party under whose responsibility the transport movement or preparation took place on the basis of the train number allocated by ProRail. In fact, this is the party who is invoiced for and pays for the stabling minutes/train path kilometres.*
- *If use is made of this compensation scheme, then the right to make a request for compensation on the basis of the Access Agreement with the associated General Terms & Conditions or on the basis of Chapter 5.6.7 lapses unless a disruption and/or restriction lasts longer than five days (120 hours after the occurrence of the description/ restriction) with a total delay of 121 minutes or more or it concerns a disruption and/or restriction on areas under the management of ProRail outside the Havenspoorlijn (including Kijfhoek). In that case, a possible compensation will be determined on the basis of Article 18 of the General Terms & Conditions or ProRail will make a separate arrangement as applied until 12 December 2020 with regard to restrictions to use for shunting with dangerous*

goods on the Waalhaven railway yard². All this depends on the circumstances of the case. This concerns new disruptions and user restrictions that occur after 12 December 2020.

The compensation amounts to an amount per kilometre of the service tariff:

- An amount for the train path service per invoiced kilometre of trains (including light locomotives) with an origin and/or destination on the Havenspoorlijn (including Kijfhoek).
- An exempted period in minutes of stabling on the Havenspoorlijn (including Kijfhoek).

The amount of compensation in a quarter depends on the number of disruptions in that quarter. The determination and payment of the compensation takes place after the end of that quarter.

Table 5.8

Number of disruptions per quarter	Compensation per kilometre origin-destination Rotterdam (X)	Compensation for stabling on Havenspoorlijn exemption period per invoice line in minutes (Y)
<10	€ 0.00	0
10-25	€ 0.18	108
26-40	€ 0.36	120
41-55	€ 0.54	216
>55	€ 0.60	240

8 Agreements on emergency repairs on the Havenspoorlijn and Betuweroute now national policy (Chapter 6.2.8)

- I. In Chapter 6.2.8.1 Emergency repairs, the following addition is made after the sentence "Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801)":

"by means of the 'Notification form for hoisting operations' ([see the Logistics Portal](#))."³

- II. In Chapter 6.2.8.2 Repairs, in the first sentence "On all tracks of Zee to Zevenaar [...] requires this.", the text "of Zee to Zevenaar" is replaced with "of the main railway network".

- III. In Chapter 6.2.8.2 Repairs, the following addition is made after the sentence "Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801)":

"by means of the 'Notification form for hoisting operations' ([see the Logistics Portal](#))."

- IV. In Chapter 6.2.8.3 Repair tracks, in the sentence "Repair tracks of Zee to Zevenaar have been designed for access by large rolling stock.", the words "of Zee to Zevenaar" are replaced with "the main railway network".

² Waalhaven compensation scheme

³ This document is also added to Appendix 6 List of related documents on the Logistics Portal.

- V. In Chapter 6.2.8.3 Repair tracks, the following addition is made after the sentence "Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801)":

"by means of the 'Notification form for hoisting operations' ([see the Logistics Portal](#))."

9 Capacity allocation on railway and stabling yards (Chapter 7.3.5.3)

- I. In Chapter 7.3.5.3.2 Submitting of requests and ad hoc phase schedule, the entire paragraph "For the handling of access requests [...] by 12 April 2021 at the latest." is deleted. Table 7.1 List of freight yards is also deleted and is replaced with:

"For railway yards, the timetable of the annual timetable for train paths is used Applicants must submit their request for shunting and stabling capacity by 12 April 2021 at the latest (see Chapter 4.5.1)."

- II. In Chapter 7.3.5.3.4 Procedure for access requests for the timetable, the whole text under process step 6 is replaced with the following two lines:

"For railway yards, a draft allocation will take place on 5 July 2021. This is open for consultation until 6 August 2021. The final allocation will follow no later than 23 August 2021."

ProRail B.V.
Utrecht, 30 March 2021