

Supplement 3 to the Network Statement 2018

ProRail has adopted the following supplements and/or changes to the Network Statement 2018 Combined Network, in accordance with the provisions of Chapter 1.6 of this Network Statement.

1 General Terms & Conditions

The changes below are made to the General Terms & Conditions Access Agreement ProRail 2018 in Appendix 5 'Model Access Agreement and General Conditions'.

- I. The text "version 1 July 2016" is replaced with "version 1 July 2017".
- II. Article 6 Paragraph 3 letter e is replaced with:
The network manager is entitled to make the values of the information and performance indicators, as referred to Article 7 Paragraph 3 letters 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 letter b.
- III. In Article 9 Paragraph 6, the text "four contiguous weeks" is replaced with "one month consisting of 30 contiguous days (starting on any random date)".
- IV. A new letter c is added to Article 18 Paragraph 5:
c. as referred to in Paragraph 2, under letter 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;

In the last line of Article 18 Paragraph 5, the text "that the compensation of financial loss" is replaced with: "that the compensation of other financial loss".
- V. A new Paragraph 5 is added to Article 24:
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.
- VI. In Article 18 Paragraph 4, the reference to Article 15 is changed to: Article 16.

In Article 18 Paragraph 4, the reference to Article 8 Paragraph 5 is changed to: Article 9 Paragraph 5.

In Article 22 Paragraph 8, reference to Section 7(2) of the Railways Act is change to: Section 5 of the Network Infrastructure Regulation.

2 Operational Conditions

The changes below are made to Appendix 6 'Operational Conditions'.

- I. The text "version 1 December 2016" is replaced with "version 1 July 2017".
- II. In Chapter 2.1.4 'Use of tracks on Betuweroute and Venlo railway sidings and shunting yards':
 - the title is replaced with 'Use of tracks on Venlo railway yard';
 - the header 'Betuweroute' and the accompanying text lapse.

3 Charge for railway yards

The title and text of Chapter 6.3.2.2 are replaced with:

6.3.2.2 Railway yards

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 (see Chapter 6.3.1.2) according to the basic access package.

4 SLA for GSM-R Voice and RMS Client

The text below is added to the category 'Terms of delivery' in Section 4 'Description of the radio-communication system GSM-R Voice' and Section 11 'Description of the RMS Client application' of Appendix 23 'Applications, publications and reports':

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).

ProRail B.V.
Utrecht, 11 July 2017