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**UNIVERSITY OF PARDUBICE  
FACULTY OF TRANSPORT ENGINEERING  
and  
ČESKÉ DRÁHY, a.s.**

Issue the present

**Network Statement on the National Railway Operated by  
České dráhy, a.s.**

(Railway Timetable 2019/2020)

Effective date: 9 December 2018.

Updated: 11 February 2020

## List of changes

Date of change issue	Description of the change
13. 2. 2019	Change in the phone numbers at the Chomutov siding
10. 9. 2019	Change in Annex no. 8
12. 9. 2019	Addition of the Arbiter's data box
16. 9. 2019	Change in Annex no. 1, Article IV.
18. 9. 2019	Transfer of the original Articles II and III of Annex no. 1 to Article 10(3) of the Network Statement
25. 9. 2019	Update of Annex no. 9
16. 10. 2019	Addition of the new Article III to Annex no. 1
20. 10. 2019	Modification of the price for the use of the railway on the basis of the data for the Railway Timetable 2018/2019
11 Feb. 2020	Modifications according to the document DFJP_CD_Prohlaseni_o_draze_2019_2020_druha_aktualizace.pdf

*Article 1*  
**Introductory provisions**

(1) The present **Network Statement on the National Railway Operated by České dráhy, a. s.** (hereinafter referred to as “the Network Statement”) sets out the principles and procedures which are followed in the pricing and billing for the use of the railways and the allocation of capacity of their railway infrastructure. This Network Statement is issued in order to establish the 2019/2020 railway timetable with effective date 9 December 2018.

(2) The company “České dráhy, a.s.” (hereinafter referred to as “ČD” or “the Infrastructure Operator”) operates the national railway under an official licence for the operation of the national railway issued under reference number ÚP/2008/9004.

(3) The present Network Statement applies to the national railway lines between the stations Praha Vršovice marshalling yard (Departure Section) and Prague South, and the area of the Bohumín railway station, České Budějovice railway station, Děčín central station, Praha South, Tábor railway stations.

(4) Since ČD as an operator of the national railway according to Article 1(3) of this Network Statement pursues as its main activity rail passenger transport, the activities related to the acceptance of rules for the calculation of the prices for the use of the railway, the prices for allocations of rail capacity are carried out for ČD by University of Pardubice, Faculty of Transport Engineering, administrative identification number 00216275, with its registered office at Studentská 95, 532 10 Pardubice (hereinafter referred to as “Infrastructure Manager”). The Infrastructure Manager’s data box has the identifier f5vj9hu. The Infrastructure Manager carrying out this activity for ČD does so with impartiality. This Network Statement was drawn up by the Railway Operator with the exception of Articles 5, 6, 7, 8, 10, 12, and Annexes 4, 5, and 9, which were drawn up by the Infrastructure Manager.

(5) The Infrastructure Manager publishes, in accordance with the Act no. 266/1994 Coll. (Railways Act), as amended by later regulations (hereinafter referred to as “the ZoD”) on the website *pridelce.upce.cz*. This Network Statement is provided to carriers without payment and is also accessible on the website *pridelce.upce.cz* and can be obtained by electronic mail on request sent to the e-mail address *pridelce@upce.cz*.

(6) According to Article 27(3) of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area,

this Network Statement must be kept up to date and amended as necessary. Therefore, the Infrastructure Manager reserves the right to modify this Network Statement and to publish it, pursuant to Section 33(5) of the ZoD on the website *pridelce.upce.cz*.

(7) The Infrastructure Operator operating the railway to which this Network Statement applies is obliged to ensure that in the event of a change in the person of the Infrastructure Manager or the Infrastructure Operator, the Infrastructure Manager's rights and obligations arising from the framework agreement according to Annex No. 5, if one has been concluded, are transferred to a new Infrastructure Manager unless this Network Statement rules out its conclusion.

#### *Article 2*

### **Legislation and regulations**

(1) The core legislative conditions for the operation of a railway and railway transport as well as the rights and obligations of legal entities and individuals operating in this sector are set out in the ZoD and its implementing regulations.

(2) The basic internal regulations of the Infrastructure Operator operating the national railway determining the rules for organising and supporting the operations consist of:

- a) Regulations of ČD,
- b) Regulations of "Správa železnic" (hereinafter referred to as "Railway Infrastructure Administration"); the Railway Infrastructure Administration has granted its consent in writing to use the regulations as the railway operator's internal regulations.

#### *Article 3*

### **Infrastructure categories, local determination of the infrastructure and the data concerning operating and technical characteristics of the infrastructure**

(1) The present Network Statement is issued for the national railway operated by ČD. This railway is divided into two categories as specified in paragraphs 2 and 3.

Technical characteristics of the national railway Praha Vršovice marshalling yard (Departure Section) – Praha South. The use of this line is organised as trains running or shunting between infrastructures. The timetable for train operation is drawn up by the Railway Infrastructure Administration.

Line	Single-track
Braking distance	700 m
Line safety equipment	Line consent AŽD 71
Maximum length of passenger transport train	80 axles
Maximum length of freight transport train	400 m/80 axles
Operation	Bi-directional
Rail gauge	1,435 mm
Traction system	3 kV DC
Line radio system	SRD Tesla – channel group 65, 63
Line length	950 m
Length for billing purposes	1 km
Terminated in the railway owned by the Czech Republic and operated by the Railway Infrastructure Administration,	km 0.852 and km 4.141 ???
Line speed	60 km·h <sup>-1</sup>

(2) Since these parts of the national railway are part of the inner circumference of railway stations, they are regarded for the calculation of the prices for using the railway according to Annex 4, Article II(4), as a siding. Their operation is organised exclusively in the form of shunting and no timetable is established.

<b>Bohumín</b>	
Traction system	3 kV DC
Safety equipment	el. mech. owned by the Railway Infrastructure Administration
Maximum permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	180 m
Gradient characteristics	0‰
Other technical specifications of line	Driving to turntable maximum speed 3 km·h <sup>-1</sup>
Line length	14,485 m
Terminated in railway owned by the Czech Republic and operated by the Railway Infrastructure Administration	Shunting yard: ČD, a.s. – Bohumín (1) - (OHV+OPJ+STP) is terminated in the national railway according to the Official Permit at the Bohumín railway station from Line No. 6 at end of switch No. 17 at km 276.413 and terminated in Line No. 2a with end of switch No. 8 at km 276.723. Line OPJ No. 726 is at km 276.725 terminated with switch No. U1 in “Siding – Bohumín scrapyard”. Shunting yard: ČD, a.s. – Bohumín (2) - (THÚ) terminates in the national railway according to the Official Permit at the Bohumín railway station with end of switch No. 327 at km 275.874 and terminates in Line No. 335a with beginning of switch No. 302 at km 276.666. It is further terminated with beginning of switch No. 318 at km 275.920, end of switch No. 308 at km 276.542 in Line No.27a, end of switch No. 307 at km 276,542,

beginning of switch No. 310 at km 276.425 and end of switch No. 310 at km 276.395 in Line No. 351 and end of switch No. 313 at km 276.069.

<b>České Budějovice</b>	
Traction system	25kV 50Hz AC
Safety equipment	Manually set, in a local mode
Highest permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	150 m
Gradient characteristics	max. 2‰
Other technical specifications of line	Access through the ČD Cargo siding
Line length	2,910 m
Terminated in railway owned by the Czech Republic and operated by the Railway Infrastructure Administration and in the SOKV siding	Shunting yard: ČD, a.s. - České Budějovice (2) starts with switch No. 347 at kilometre 119.104, terminated in the "SOKV České Budějovice" siding (in switch No. 345 owned by ČD Cargo). With switch No. 350 at km 119.188 it is terminated in the national railway according to the Official Permit at the České Budějovice railway station. It further terminates with switches No. 329 at km 118.734, No. 332 at km 118.777, No. 333 at km 118.802 and No. 335 at km 118.829 in the "SOKV České Budějovice" siding. It is terminated with switches No. 212 at km 118.709, and No. 232 at km 119.083, which are terminated in the national railway according to the Official Permit.

<b>Děčín</b>	
Traction system	3 kV DC
Safety system	DKV none + Railway Infrastructure Administration
Maximum permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	220 m
Gradient characteristics	max. 5‰
Other technical specifications of line	
Line length	4,515 m
Terminated in railway owned by the Czech Republic and operated by the Railway Infrastructure Administration	Shunting yard: ČD, a.s. – Děčín (3) is terminated in the national railway according to the Official Permit with the end of a direct branch of switch No. 40 at km 538.409 and ends with the beginning of switch No. 57 at km 538.710. The shunting yard terminates in national railway with the end of branch line of switch No. 46 at km 538.598, the end of direct branch of switch No. 47 at km 538.628, the end of branch line of switch No. 49 at km 538.667, the end of direct line of switch No. 52 at km 538,695, and the end of direct line of switch

	No. 71 at km 538.872. This shunting yard is terminated with the end of branch line of switch No. 377 at km 539.363, the end of direct line of switch No. 376 at km 539.333, and the end of direct line of switch No. 421 at km 539.393.
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<b>Praha South</b>	
Traction system	3 kV DC
Safety system	RZZ
Maximum permitted speed	20 km·h <sup>-1</sup>
Shunting part length standard	430 m
Gradient characteristics	max. 5‰
Other technical specifications of line	
Line length	42,245 m
Terminated in	Shunting yard: ČD, a.s. – Praha South starts with switch No. 1 at km 0.852 at PJ Praha South, which starts from arrival line from Praha -Vršovice station and ends with line starting from the departure part. This line ends before switch No. 456 at km 4.141 at Praha Vršovice marshalling yard

<b>Tábor</b>	
Traction system	25kV 50Hz AC
Safety system	Manually set, in a local mode + electro-mechanical
Maximum permitted speed	5 km·h <sup>-1</sup>
Shunting part length standard	60 m
Gradient characteristics	max. 10‰
Other technical specifications of line	
Line length	1,950 m
Terminated in railway owned by the Czech Republic and operated by the Railway Infrastructure Administration	Shunting yard: ČD, a.s. - Tábor starts with switch No. 201 at km 81.819, which terminates in the national railway according to the Official Permit at the Tábor railway station and is terminated with a buffer stop on track No. 201 at km 58.521.

#### *Article 4*

#### **Rules for accessing the railway and its use**

(1) A request for allocation of infrastructure capacity may only be filed with the Infrastructure Manager by an eligible applicant, i.e.:

a) a person holding a valid licence for the relevant line, or,

b) in accordance with the ZoD, a person who does not hold a valid licence and submits to the Infrastructure Manager before allocation of the infrastructure capacity by the Infrastructure Manager a written statement from a licence holder that in the event of allocation of the capacity it will actually make use of the capacity. Such a statement may only be made for a certain part of the infrastructure capacity by a single licence holder. If an applicant does not submit this statement, the Infrastructure Manager will not allocate to the applicant the infrastructure capacity. A person requesting allocation of a capacity for a licence holder according to this subparagraph b) is obliged to deliver to the Infrastructure Manager a power of attorney from the holder of a valid licence together with the request for allocation of the capacity.

(2) The railway administration will grant on request a licence for operation of railway transport on a national railway (licence) if the applicant:

- a) is over the age of 18 and has full legal capacity in case of a natural person,
- b) has a clean criminal record within the meaning of Section 26 of the ZoD,
- c) is qualified within the meaning of Section 27 of the ZoD,
- d) is financially sound within the meaning of Section 28 of the ZoD,
- e) has not committed a gross breach of any regulations pertaining to labour law,
- f) has not committed a gross breach of customs regulations involving the authorisation to operate freight transport,
- g) is insured as of the day when he/it begins to operate railway transport against the obligation to compensate for damage caused by the operation, and
- h) is established in the territory of the Czech Republic.

(3) The railway administration will grant on request an authorisation to operate railway transport (licence) on a siding provided the applicant satisfies the conditions set out in paragraph 2(a) through (c) and (h).

(4) Pursuant to Section 24a(5) of the ZoD, a valid licence for operating railway transport on a national and regional line includes a valid licence issued by a competent body of another European Union Member State in conformity with Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.

(5) The licence holder for whom/which the capacity is required must be concurrently either:



- a) a person established in the territory of the Czech Republic authorised to operate national passenger transport on a national railway in the Czech Republic insofar as the capacity for such transport on such a railway is concerned, or
- b) a person established in the territory of the Czech Republic authorised to operate national passenger transport on a siding in the Czech Republic, insofar as the capacity for such transport on such a railway is concerned, or
- c) a person established in a Member State of the European Union authorised to operate freight transport on a national railway in the Czech Republic, insofar as the capacity for such transport on such a railway is concerned, or
- d) a person established in a Member State of the European Union authorised to operate in a Member State of the European Union freight transport on a siding in the Czech Republic, insofar as the capacity for such transport on such a railway is concerned.

The operation of railway transport on a siding can also be carried out by a holder of a valid license for the operation of rail transport on a national or regional railway. Railway transport on a national or regional railroad may also be done by a holder of a valid license to operate rail transport on a local line or siding if it is the place of intersection of mutually intersecting railways.

(6) The operator of rail transport on a national railway can only accept a carrier if he/it holds, at the same time, a carrier's certificate, which is issued to him/it for a period of 5 years by the Rail Administrative Authority, if the carrier has an internal organisational structure and a rail transport management system. (which means a set of organizational and technological measures for the safe operation of rail transport), fulfils the conditions of professional competence of a person providing railway transport, meets the conditions stipulated by the ZoD for the operation of railway carriages and designated technical equipment, and has issued internal regulations for the operation of railway transport, the operation of railway carriages, the operation of specified technical equipment, the requirements for professional competence and the know-how of the persons providing railway transport and the method of their verification, including a system of regular training.

A carrier holding a carrier's certificate issued by another Member State's authority is governed by Section 34h(5) of the ZoD.

(7) An operator of railway transport on a national line or on a siding may only be a carrier if he/it:

- a) has concluded, as at the day of commencement of rail transport operation, an insurance contract covering the obligation of compensation of damage caused by the rail transport operation (this applies to a national railway only) and has paid the premium, and for the entire term of rail transport operation this insurance is contracted and the premium is paid. The minimum amount of the insurance benefit is determined, like in the case of the railways operated by the Railway Infrastructure Administration, as CZK 50 million;
- b) has, to the full extent of rail transport operations, the allocated path capacity; except for the cases provided for in Article 6(8) and in Article V of Annex 4.
- c) the price has been agreed for the use of the track according to the price regulations and the method of its payment,
- d) has a contract for the operation of rail transport,
- e) in the case of an emergency shipment, the specific technical and operating conditions allowing such transport have been agreed with the infrastructure operator.

(8) Further information on the conditions for issuing a license for the operation of rail transport and the conditions for issuing a carrier's certificate can be found on the website of the Railway Authority – see <https://www.ducr.cz/cs/potrebuji-si-vyridit/sekce-provozne-technicka/provozovani-drahy-drazni-dopravy>.

(9) In the Czech Republic, the Rail Authority is the administrative authority responsible for licensing railway transport operators and issuing the carrier's certificates.

#### *Article 5*

#### **Cost of track capacity allocation, cost of use of the track and rules for their calculation**

(1) The price for the capacity allocation of the railways operated by ČD, the price for its use and the rules for its calculation are set out in Annex No. 4 of this Network Statement.

(2) The Infrastructure Manager, in its activities, disregards ČD's instructions, which could jeopardize its impartiality, in particular the instructions for calculating a certain price or the allocation of capacity to a particular applicant.

## Article 6

### Requirements and method of submission of the capacity allocation request

- (1) Requirements for the capacity of the track, the introduction of the carrier train, the movement of the shunting part and the processing of the train timetable are submitted by the applicant electronically through the application in the IS PROK available on the website *pridelce.upce.cz*. For a one-off allocation of capacity according to Article 7 (b) through (d), it is recommended to contact the appropriate service facility to verify its free capacity before applying.
- (2) An application for capacity allocation should include a clear definition of the required capacity and services, including data on their time utilisation. The application for entry into the *IS PROK* must be accompanied by a valid operating license for rail transport entitling the applicant to operate the required type of rail transport in the time period for which it requests the allocation of the infrastructure capacity. The applicant must prove that he has submitted a Statement pursuant to Article 4(1)(b) of this Network Statement, if the effective text of the ZoD allows this.
- (3) The applicant is obliged to include in the application:
  - a) the applicant's company name, registration number and registered office,
  - b) a description of the required infrastructure capacity,
  - c) the type of rail transport operated,
  - d) the timing of the use of the required track capacity,
  - e) a proposal for the timing of the required train/shunting route,
  - f) the series of the traction vehicle and the length of the train / shunting part. If a set of carriages is to be made available for washing or filling it with water, diesel fuel and the like, it must be specified it is a *train set*,
  - g) the type and scope of the required services.
- (4) The carrier must deliver to the Infrastructure Manager, by the day when it starts to operate railway transport according to the allocated capacity:
  - a) a carrier's certificate valid for the period of time for which the infrastructure capacity is to be allocated in the case of a national railway,
  - b) evidence of the conclusion of an insurance contract against damage caused by the operation of rail transport in conjunction with the utilisation of the allocated track capacity, including proof of the premium paid.
- (5) At the request of the Infrastructure Manager, the applicant must demonstrate

he/it satisfies all the conditions required for access to the relevant line and its use according to this Network Statement and generally binding legal regulations.

(6) In order to determine the order of the requirements in accordance with Article 7(3)(b) through (d), the time for submitting an application in the IS PROK is decisive.

(7) The applicant will designate persons who are to be entitled to access the IS PROK in his/its name and request a capacity allocation. For these persons, the applicant has full responsibility for the submission of capacity requests.

(8) In the case of a ride for the purpose of an unplanned repair which is not covered by Section 3(4) of Decree No. 76/2017 Coll., it is not necessary to submit a request for track capacity.

(9) The railway operator's designated employee is entitled to require the carrier to notify the carrier of the application number before the carrier's use of the national line. In the event that the applicant has requested a relevant part of the capacity in accordance with Article 4(1)(b), the railway operator's designated employee may also demand the submission of a copy of the valid licensee's statement pursuant to Article 4(1)(b) for which the relevant capacity was requested. If a carrier fails to submit a request number pursuant to this paragraph, the railway operator's designated employee may refuse access to the national line or siding without the operator's liability for the damage caused thereby.

#### *Article 7*

### **Rules for allocating and removing track capacity, including capacity allocation in an emergency**

(1) In the capacity allocation process, the Infrastructure Manager shall proceed in such a way as not to favour an applicant.

(2) In sections of the line to which this Network Statement applies and which intersect other lines, the infrastructure manager allocating appropriate capacity is the infrastructure manager operating on the other line.

(3) The allocation of capacity involves three main processes. At the same time, the Infrastructure Manager allows applicants to submit an application in a format defined by the Infrastructure Manager. The exact procedure for using this option is available on the Infrastructure Manager's website *pridelce.upce.cz*.

- a) **long-term allocation**, which is taken into account in the establishment of the annual timetable and in the implementation of its planned changes. This includes regular requests and late requests for capacity. The deadline for submitting applications for the annual timetable is 30 September 2019. The deadline for late requests is 31 October 2019. The deadlines for changing the timetable are the same as the Network Statement on the National and Regional Railway issued by the Railway Infrastructure Administration (“Railway Infrastructure Administration Network Statement”). The deadlines for submitting such applications are set in Section 34a of the ZoD. The application is filed in the IS PROK available on the website *pridelce.upce.cz* or on the website *www.ceskedrahy.cz/pd*. The carrier has the option of including multiple trains or shunting parts into one application for a specific location (part of the national railway),
- b) **one-off allocation** (hereinafter referred to as “*ad hoc*”), which operates with spare capacity remaining after the establishment of the annual timetable and after each of its planned changes. An *ad hoc* application should be submitted not later than 5 calendar days before the scheduled capacity allocation date, electronically in the IS PROK available on the Infrastructure Manager’s website *pridelce.upce.cz*,
- c) **urgent ad hoc** – if an applicant for capacity allocation intends to submit an application less than 5 calendar days but more than 24 hours before the date of the required use of the track, it is possible to choose the option ‘*urgent ad hoc*’ in the IS PROK available at *pridelce.upce.cz*. In the case of an *urgent ad hoc* request, it is advisable to check in advance whether the relevant service facility has free capacity (service volume, time frame),

(4) The capacity of the track, i.e. its usable throughput in the scheduling of the required train lines / shunting components on a particular track section over a given period of time, is expressed by the number of trains / shunting components that can be realised on the national railway for a certain amount of time and for the given technical, operational and personnel equipment and the necessary quality of transport. In cases where all the requirements for allocating free capacity for the annual timetable cannot be met, the Infrastructure Manager may offer applicants a different free capacity at a different time or place. If this process does not satisfy all the requirements, the Infrastructure Manager proceeds in accordance with the

following priorities for operating regular public rail transport:

- a) regular public rail transport to meet the transport needs of the state,
- b) regular public rail transport to meet the transport needs of the regions,
- c) regular combined transport,
- d) transport under a framework agreement,
- e) regular inter-city passenger services,
- f) regular inter-city freight transport,
- g) regular national passenger services,
- h) regular domestic freight services,
- i) other transport.

If, even after the coordination of the capacity requests in accordance with Section 34a (4) and (5) of the ZoD, it is not possible to satisfy the requests for free capacity, the Infrastructure Manager shall declare the relevant railway or a part thereof overloaded. The Infrastructure Manager shall announce this fact to the railway operator and the latter shall post it on the website *www.ceskedrahy.cz/pd*, and, at the same time, shall analyse the causes of the depletion of the railway capacity. Within 6 months from the date of the track capacity analysis, the railway operator shall draw up a plan to mitigate or eliminate the congestion.

(5) The allotted capacity may be used only by the applicant for which the capacity has been allocated and the licensee who has made the statement pursuant to Article 4(1)(b). If the license holder cannot use the allocated track capacity or intends to limit the scope or frequency of train movements on certain days or in a certain period, he/it has the option to surrender the allocated capacity to the Infrastructure Manager not later than 30 days before the scheduled day of the train ride or shunting part. If the applicant waives the allocated capacity less than 30 days prior to the planned day of travel outside the periodic change of the timetable specified in the current Railway Administration's Network Statement, or the assigned track capacity is forfeited due to the delay of the train or using of the infrastructure with a displacement of more than 1,200 minutes for the reasons on the applicant's part or due to the applicant failing to use the assigned track capacity, the applicant is obliged to pay the railway operator a contractual penalty in accordance with the draft penalty payment agreement in Annex No. 1. The capacity thus released may be allocated to another applicant.

(6) Without being liable for any damage it may cause; the Infrastructure Manager may remove an assigned path capacity from a carrier provided that:

- a) it has not been used for a period of one month at a level of at least 75% for the reasons caused by the carrier,
- b) the carrier has ceased to fulfil the conditions for access to the track laid down in Article 4 of this Network Statement,
- c) the carrier uses the track in contradiction with the allocated path capacity,
- d) the track capacity assigned to the carrier has been removed, taken back or limited on an intersecting track (the capacity is removed proportionally in proportion to those measures).

(7) In case of emergencies in railway transport (e.g. a delay, track lockdown, deviation of trains for the non-driveability of track sections, introduction of extra trains), the railway operator will permit the use of the railway in accordance with the order established for the operational control of rail transport in Decree 173/1995 Coll., issuing the Railway Traffic Rules, as last amended, and will proceed according to Section 23b(5) of the ZoD.

(8) During a long-term capacity allocation, it is possible to make changes in the IS PROK. If a request is changed, the request keeps its original number and the date of submission of the application changes. In the event that this change occurs after the end of the period for filing regular applications for the annual timetable but before the end of the late submission period for late applications, the type of request also changes from a regular request to a late request.

(9) An applicant may use an assigned capacity within a time frame starting not earlier than 3 hours before the arrival time stated in the application and ending not later than 21 hours after the departure date specified in the capacity request.

#### *Article 8*

#### **Limitations on track capacity allocation**

(1) The Infrastructure Manager may limit the railway capacity allocations in cases where the operation of the track or a part thereof is restricted for the purpose of carrying out maintenance or repairs of the track in consequence of activities threatening the safety or flow of railway transport or because of disruption of the serviceability of a track due to a natural calamity, accident or emergency that limits the safe operation of the railway or railway transport, within the scope of a road-traffic restriction or part thereof approved in the decision of the Office for Access to the

Transport Infrastructure (“Office”), unless the limitation period exceeds 24 hours. Data on the time and local extent of the envisaged limitations according to the plan in accordance with this paragraph are given in Annex No. 8.

(2) Similarly, as in Article 7(4), the Infrastructure Manager, after the process of coordinating capacity requests in accordance with Section 34a(4) of the ZoD may declare the relevant track or a part thereof overloaded.

(3) If a given track is declared by the Infrastructure Manager as being overloaded, the Infrastructure Manager is entitled to prioritise the capacity of the railways to an applicant for the operation of the transport in accordance with Article 7(4).

(4) Within each of these categories (Article 7(4)(a) through (i)), priority regarding the capacity allocation process shall be given, in the case of execution of a Framework Agreement, to the operating of the transport category covered by the Framework Agreement in accordance with Annex No. 5. If such capacity is covered by more than one framework agreement, priority shall be given to the carrier which has concluded the framework agreement for a longer period.

(5) According to Article 14 of Commission Implementing Regulation (EU) 2016/545 on procedures and criteria concerning the framework agreement for the allocation of railway infrastructure capacity, framework agreements for the reservation of a railway capacity to which this Network Statement applies are not offered and concluded. The formal obligation to make the framework agreement a mandatory part of the Network Statement according to Section 33(3)(m) of the ZoD is not affected by this.

#### *Article 9*

#### **Conditions for a review by the Office**

(1) The Office shall decide following a petition filed by an applicant for capacity allocation or ex officio whether any of the parts of a published Network Statement, the scope of an allocated capacity or the procedure for its allocation does not run contrary to the ZoD. If a change in the Network Statement has been announced, a petition can be submitted for these changes only.

(2) The petition must include information on what the discrepancy according to the preceding paragraph is, or which part of the Network Statement is inconsistent with the Railways Act, plus evidence needed to prove such discrepancy.



(3) If the Office decides that any of the parts of the Network Statement runs contrary to the ZoD, it will set a reasonable time limit in the decision, after which the part cannot be used. The Infrastructure Manager shall replace the part that is in violation of the above-mentioned Act with a new part, which is to be inserted in the Network Statement, and shall issue the Network Statement again.

(4) At the request of either party to an agreement for the operation of rail transport on a national railway or ex officio, the Office shall decide whether the agreement runs contrary to the ZoD. Similarly, this applies to a proposal to conclude such a contract. The petition to initiate proceedings must include details of which part of the agreement is inconsistent with the ZoD, how this discrepancy is perceived, and evidence needed to prove it. If the Office decides that any of the sections of the (draft) contract runs contrary to the ZoD, it will set a reasonable time limit in the decision after which such section cannot be used.

(5) The Office is obliged to issue a decision no later than 40 days from the date of commencement of the proceedings.

#### *Article 10*

#### **Provisions concerning contractual penalties**

(1) A provision on contractual penalties for disruption of the operation of rail transport is set out in Annex No. 1.

(2) Excepting cases directly caused by a breach of the obligations of the rail operator in accordance with Section 22 of the ZoD, ČD is not liable for additional costs incurred by carriers in connection with a limitation on capacity allocation according to Article 8.

(3) If the carrier states, in its application, incorrect data which may have an adverse impact on safety and fluency of operation (especially a shorter length of train than the actual length of the operated train) or if it enters the national railway without filing an application, it shall pay CZK 10,000.- (in words: ten thousand Czech crowns) to the Infrastructure Operator for each individual case.

(4) The Infrastructure Operator shall pay CZK 1,000.- (in words: ten thousand Czech crowns) for each case when:

- a) it declares an outage which was not negotiated with the carrier,
- b) it cancels an outage which was negotiated with the carrier in advance,

- c) it changes the term of an outage which was negotiated with the carrier in advance, when the term change is understood as a change in the date or time of the outage.
- (5) The obligation of payment of this penalty shall not apply to the cases:
- a) of outages which were not negotiated in advance and were caused by Force Majeure,
  - b) of outages which did not have an impact on the carrier's train journey,
  - c) according to paragraph 4(b) or (c), for which the carrier did not hand over, to the Infrastructure Operator, or did not implement its measure in the corresponding outage order with an impact on the journey of a particular train,
  - d) of a shortening of the term of the outage for the reason of faster completion of the outage work planned.
- (6) A contracting party is entitled, in addition to the penalty payment, with regard to the other contracting party, to indemnification for damage incurred by that party due to the breach of an obligation which is subject to penalty only in an amount exceeding the contractual penalty.

#### *Article 11*

### **Conditions applicable to provision of services provided through service facilities, costs of providing these services**

- (1) Access to services related to railway transport activities which serve or may serve more than one carrier is granted to all authorised carriers in a manner that precludes favouring of one of the carriers.
- (2) The applications for access to the track service facilities covered by this Network Statement are processed by the Infrastructure Manager and organised by the Infrastructure Operator by ensuring the shunting path.
- (3) The conditions and the price for the provision of infrastructure service facilities which provide the track access covered by this Network Statement are set out at [www.ceskedrahy.cz/zs](http://www.ceskedrahy.cz/zs).
- (4) A description of the service facility according to Commission Implementing Regulation (EU) 2017/2177 is available on the ČD Service Facility website ([www.ceskedrahy.cz/zs](http://www.ceskedrahy.cz/zs)). In the event that another service facility operator requires the publication of its description of the service facility by the ČD Service Facility, it

can do so according to the template which is provided on the website [www.ceskedrahy.cz/zs](http://www.ceskedrahy.cz/zs).

#### *Article 12*

### **Procedure, deadlines and principles of the Infrastructure Manager concerning out-of-court settlement of disputes with applicants for capacity allocation**

(1) In the event of a dispute arisen between the Infrastructure Manager and an applicant relating to capacity allocation issues, both parties will first attempt to settle it amicably, the applicant requesting in writing the other party to resolve the dispute in the context of an extrajudicial hearing before Ing. Peter Blaho, Ph.D., born on 19 September 1977, residing at 9. mája 6; 010 04 Žilina – Závodie, e-mail [znalecblaho@gmail.com](mailto:znalecblaho@gmail.com), data box id *s3raq3p*, account number SK688330000002701250407 (hereinafter referred to as “the Arbitrator”). The Infrastructure Manager shall notify the Arbitrator of the dispute without delay.

(2) The dispute settlement procedure is in writing and the Arbitrator's decision must be delivered to both parties not later than the tenth working day after receipt of the notice of the dispute in accordance with the previous paragraph by the Arbitrator. This procedure is not public. The arbitration fee is set at CZK 5,000.00 and is paid by the applicant. This fee shall be deposited in advance on the Arbitrator's account, otherwise the Arbitrator will not start the proceedings. If the party in dispute is successful, it is entitled to a refund of 100% of the arbitration fee, and the Infrastructure Manager shall pay an amount of CZK 2,500 to the Arbitrator. In the event of a delay caused by the Arbitrator, the Arbitrator will refund to the party concerned 50% of the arbitration fee for each commenced week of the delay with delivery according to the first sentence.

(3) The out-of-court proceedings pursuant to this Article shall be carried out using data boxes. If a party to the dispute or the Arbitrator does not have a data box, they are obliged to obtain one. The data box of the University of Pardubice has the identifier *f5vj9hu*.

(4) If either of the parties to the dispute does not agree with the Arbitrator's decision or the parties to the dispute do not agree about the solution of the dispute within 10 working days of the delivery to the Arbitrator of the notification of the dispute, or the time limit according to paragraph 2 expires in vain, either party may refer the

dispute to a competent court of the Czech Republic. The mutual communication of the parties to the dispute pursuant to this Article will not have the nature of a pre-litigation notice within the meaning of Section 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as last amended.

### *Article 13*

#### **Definition of the terms used**

The terms used in the present Network Statement are defined:

- a) In Act No. 266/1994, the Railways Act, as last amended, and in its implementing regulations ("ZoD"),
- b) in Act No. 77/2002 Coll., on the joint-stock company České dráhy, state organisation Správa železniční dopravní cesty (Railway Infrastructure Administration), and on an amendment to Act No. 266/1994 Coll., the Railways Act, as last amended, and Act No. 77/1997 Coll., on State Enterprises, as last amended, as amended by later regulations,
- c) in Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.

.....  
doc. Ing. Libor Švadlenka, Ph.D.

Dean, Faculty of Transport Engineering

.....

Ing. Radek Dvořák  
Vice Chairman of the Board, ČD, a.s.

.....

Bc. Václav Nebeský  
Chairman of the Board, ČD, a.s.

**Proposal for an arrangement for contractual penalties for disruption of the operation of rail transport, including an impartial way of out-of-court settlement of disputes concerning disruption of the operation of rail transport on the national railway and publicly accessible sidings operated by České dráhy, a.s.**

*Article I.*

Both the ČD company (hereinafter referred to as “the Infrastructure Operator” ) and the carrier are obliged to discuss the provisions on penalties in advance before the end of the calendar month following the respective calendar month (in the case of penalties imposed pursuant to Article II(3) after the relevant quarter), in which the reason for claiming the item arises.

*Article II.*

In the case of a dispute arising in a matter concerning a disruption of the rail transport operation according to the present Annex, ČD and the concerned carrier will first attempt to settle the dispute amicably. The concerned party will request, in writing, the other party to resolve the dispute in the context of an extrajudicial hearing before the Arbitrator appointed by the Network Statement and at the same time, they will notify the Infrastructure Manager of the dispute. The dispute settlement procedure takes place in writing and the Arbitrator's decision must be delivered to both parties not later than the tenth working day after receipt of the notice of the dispute by the Arbitrator. The out-of-court proceedings pursuant to this paragraph shall be carried out using data boxes. If a party to the dispute does not have a data box, it is obliged to obtain one. If either of the parties to the dispute does not agree with the Arbitrator's decision or the parties to the dispute do not agree about the exercise of a penalty within 10 working days of the delivery to the Arbitrator of the notification of the dispute, or the time limit for the delivery of the Infrastructure Manager's decision about the dispute expires in vain, either party may refer the dispute to a competent court of the Czech Republic for solution. The mutual communication of the parties according to this paragraph will not have the nature of a pre-litigation notice within the meaning of Section 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as last amended.

*Article III.*

(1) In the event that the operation of rail transport is disrupted for the reason of a defect in operation of the rolling stock of the carrier caused by a failure of a rail vehicle, the carrier shall pay a penalty amounting to CZK 1,000 for each individual case.

(2) In the event that the operation of rail transport is disrupted for the reason of an incorrect organisation of the rail transport, caused by the exceeding of the time limit for the use of a service facility, the carrier shall be charged a penalty amounting to CZK 1,000 for each individual case.

(3) A contracting party is entitled, in addition to the penalty payment according to this Annex, with regard to the other contracting party, to indemnification for damage incurred by that party due to the breach of an obligation, which is subject to penalty only in an amount exceeding the contractual penalty.

## Infrastructure Operator's contact persons

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## Faculty of Transport Engineering, University of Pardubice – capacity allocation requests

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**This Annex is unoccupied**

## **Prices of capacity allocation, prices of using tracks for a train ride or shunting, rules for their calculation and conditions for their use**

### *Article I.*

#### **General provisions**

(1) All parameters of the system for setting the prices for the allocation of capacity and the use of a train path or shunting must be in accordance with the principles of material price regulation set out in the valid price list of the Ministry of Finance.

(2) The costs of the use of a train path or shunting are calculated as economically justified costs associated with:

- driving a train or shunting on a relevant line to the extent allowed by the Infrastructure Manager, including the cost of securing the train run or shunting by an interlocking safety device enabling the use of the system for the distribution of traction power (excluding costs of traction power) and with the organisation of rail transport, including the operational control,
- a telecommunication link between employees of the Infrastructure Operator and of the carrier's shunting operators,
- receiving and providing information by the operator to the carriers providing train or shunting services,
- publication of regulations, guidelines and aids for the operation of the carriers according to the contracts for the operation of railway transport (printed form).

(3) The terms 'train ride' or 'shunting' mean, for the purpose of determining the cost of the use of a track, also the running of an individual track vehicle, including a special propulsion vehicle, if it is organised as shunting within the meaning of the transport regulations.

(4) Parameters and application conditions of the system for determining the cost of using the railway for train rides and shunting are binding on the Infrastructure Manager, the rail operator, and all rail transport operators (hereinafter referred to as "the carriers").

(5) In the context of this Network Statement, the prices are understood as prices

without VAT.

*Article II.*

**Basic prices and rules for calculation**

(1) The total price ( $C$ ) for the use of a rail track or the use of service facilities includes four components - the price of processing the application ( $C_1$ ), the price of using the national railway ( $C_2$ ), the price for each use of the national railway for a shunting part ride ( $C_3$ ), and the price of using the service facility ( $C_4$ ).

(2) The application processing fee ( $C_1$ ) includes all the operations and costs associated with the processing of the application.

(3) The processing fee for an application is determined depending on:

- the length of the time interval between the submission of the capacity allocation application and the required day of its use,
- the relationship between the submitted request for capacity allocation and the time limit for the preparation of the annual timetable or its planned changes,
- The number of trains or shunted parts in the application.

The cost of the application processing and capacity allocation includes:

- Payment for the capacity allocation process,
- payment for processing the train timetable (excluding the cost of printing and distributing aids) allocated to the applicant's request,
- payment for operational introduction of a train and fee for accelerated processing and management of the application

The cost of processing an application and allocating capacity is determined as follows:

A proper application for capacity allocation into the annual railway timetable according to formula 1.

$$C_1 = 120 \cdot A \quad \text{[CZK]} \quad (1)$$

where:  $A$  [CZK] is the rate for processing the application as specified in Article III. This rate applies to formulae (2) through (4).

Late application for capacity allocation in the annual timetable and application for allocation of the rail capacity into a regular change in the railway timetable according

to formula 2.

$$C_1 = 130 \cdot A \quad \text{[CZK]} \quad (2)$$

Request for *ad hoc* capacity allocation according to formula 3.

$$C_1 = 1,5 \cdot A \quad \text{[CZK]} \quad (3)$$

Request for *urgent ad hoc* or *super urgent ad hoc* according to formula 4.

$$C_1 = 2 \cdot A \quad \text{[CZK]} \quad (4)$$

If the application is made for one to five trains or shunting parts or siding entries, the price is set according to formulae (1) to (4) in this paragraph. If an application is lodged for six or more trains or shunting parts or siding entries, the price determined in accordance with formulae (1) to (4) in this paragraph should be multiplied by coefficient  $\alpha$  referred to in Article III.

The cost of using a national railway ( $C_2$ ) is calculated according to formula 5.

$$C_2 = S \cdot L \quad \text{[CZK]} \quad (5)$$

where:  $S$  [CZK · vlkm<sup>-1</sup>] is the price for 1 km of a train ride or shunting ride (vlkm = train kilometre). The  $S$  price is set out in Article III.  $L$  is the distance [km, rounding to 1 decimal place] travelled by the train or when shunting.

(4) The cost of one utilisation of a line by driving a shunting part ( $C_3$ ) is determined according to formula 6 according to the number of permissions issued for driving on the national railway. An issued permission to ride on the national railway means the time period between the entry onto the national railway and its leaving. The length of this time period must be specified in the application for the track capacity in accordance with Article 6(2)(e). The justification for the length of this period will be reviewed by the Infrastructure Manager and may be modified.

$$C_3 = K \cdot n \quad \text{[CZK]} \quad (6)$$

where:  $K$  [CZK · use of siding<sup>-1</sup>] is the rate for one use of the siding. Rate  $K$  is specified in Article III,  $n$  is the number of uses of the siding.

(5) The rate for using the service facilities ( $C_4$ ) is governed by the particular prices specified on the website <http://www.ceskedrahy.cz/zs>.



*Article III.*

**Basic prices for processing an application and use of the track**

Type of price	Output unit	Output unit price in CZK
A	1 request	250
A	–	1,5
S	v/km	20
K	1 use of siding	285

*Article IV.*

**Invoicing**

(1) The cost of processing an application is billed to the carrier by the Infrastructure Manager. For these purposes, the carrier is obliged to enter into a billing agreement with the Infrastructure Manager, on the basis of which the carrier is charged the cost of the capacity allocation. A draft agreement is provided for in Annex No. 9 to this Network Statement.

(2) The price for the use of railway and service facilities is billed to the carrier by ČD.

(3) The date on which the taxable supply is made in the case of invoicing for an individual delivery is the same as the date of purchase. In the case of billing (invoicing) for repeated supplies (i.e. multiple taxable supplies during a relevant month), the date of the taxable supply is the last day of the relevant month.

*Article V.*

**Prices for using train paths / shunts as part of drawing reserve capacity for operations linked to ensuring the operability of the railway infrastructure**

The allocation of capacity and the actual use for the drive of trains / shunting services directly supporting diagnostics, measurement and maintenance of the railway infrastructure in the event of actions financed by the means of securing the serviceability of the railway infrastructure or for the purpose of material and technical security of the service facilities shall not be charged for. In such cases it is not necessary to apply for the allocation of capacity.

**Framework Capacity Allocation Agreement**

Concluded on the basis of the provisions of Section 34c of Act No. 266/1994 Coll., the Railways Act, in the version after the entering into force of Act No. 319/2016 Coll. (hereinafter referred to as “the Railways Act”) by and between the following parties

University of Pardubice, Faculty of Transport Engineering, administrative identification number 00216275, with its registered office at Studentská 95, 532 10 Pardubice (hereinafter referred to as “the Infrastructure Manager”)

and

(company) ....., with its registered office at ... (hereinafter referred to as “the Carrier”)

*Article I.*

**Scope of the Framework Agreement**

(1) This Framework Agreement regulates the rights and obligations of the Infrastructure Manager and the Carrier concerning the allocation of track capacity ..... (*here it is necessary to indicate the track designation and its description, including the determination of the start and end of the track, the intersection of the intersecting tracks and the track construction length according to the decision on the issuing of an official permit pursuant to Section 17(1)(c) of the Railways Act.*) (hereinafter referred to as “the Relevant Track”), and defines the characteristics and scope of the capacity required by the Carrier and offered by the Infrastructure Manager for as long as it is in force.

(2) The assignment of specific routes and time slots of the capacity of the Relevant Track is not the subject matter of this Agreement as it is subject to the conditions set out in the relevant Network Statement. The capacity according to this Agreement shall be allocated for the duration of the validity of the Rail Transport Flowchart ("RTF"), within the tolerance period according to the parameters contained in Annex A to this Agreement.

*Article II.*

**Infrastructure Manager's obligations**

(1) The Infrastructure Manager shall assign the Carrier a part capacity for each period of validity of each RTF during the period of validity of this Framework Agreement in accordance with Annex A within the tolerances set out in the annex of specified parameters if the Carrier requests the parts duly and in a timely manner in accordance with the Network Statement. The Infrastructure Manager shall give preference to the Carrier's request lodged duly and in a timely manner in accordance with the Network Statement to due and timely requests from other carriers concerning the capacity components for the category of trains or shunting components in the same order as that specified in the priority rules in the relevant Network Statement.

(2) The parameters of the allocated capacity according to paragraph 1 for the validity periods of different RTFs may differ if the tolerance specified in Annex A is maintained. However, in the capacity allocation, the Infrastructure Manager, subject to the prevailing priority rules set out in the relevant Network Statement, shall offer to the Carrier a capacity within the same timeframe as the part of the capacity the Carrier was allocated, provided that part capacity was used during the period of validity of the previous RTF at a level of at least 75% each month.

(3) The parties' undertakings under this Framework Agreement must not exclude the use of the Relevant Track by other carriers.

*Article III.*

**Carrier's obligations**

(1) The Carrier undertakes to submit to the Infrastructure Manager by deadlines and in the manner described in the Network Statement for each period of validity of this Framework Agreement, an application for all parts of the capacity on the Relevant Track with time frames within the tolerance set out in the Annex meeting the parameters set out in Annex for the period of validity of the RTF.

(2) If the Infrastructure Manager's proposal for allocation of a specific part of the capacity by which the Infrastructure Manager will respond to the application according to paragraph 1 within the tolerance of the parameters set out in Annex A,

the Carrier shall accept it.

(3) The Carrier undertakes that all trains for which an individual capacity has been allocated in accordance with Annex A will have the characteristics set out in Annex A throughout the use of the Relevant Track on the basis of the capacity allocated to them in accordance with this Agreement.

#### *Article IV.*

#### **Derogations from the parties' obligations**

(1) A party will not be liable for any damage caused by non-compliance with this Agreement if it proves to have been prevented from meeting its contractual obligation temporarily or permanently as a result of an unforeseeable and irreconcilable obstacle constituted independently of its will. Given the existence of such obstacle, failure to meet its obligations under this Agreement will not be considered a breach of this Agreement.

(2) A failure to comply with the parties' obligations according to Articles II and III of this Agreement will not be deemed to be a breach of the parties' obligations even if it arises because the party concerned has complied with the final decision of a public authority, or because the party concerned complied with a regulation which entered into force and took effect only after the conclusion of this Agreement.

(3) The Infrastructure Manager is not responsible for limiting the allocation of capacity or limiting the use of the Relevant Track for the purposes of its development, upgrading, maintenance or repairs whose location and timing is specified in the Network Statement and/or approved by the Office for Access to the Transport Infrastructure (hereinafter referred to as "the Office") in its plan for limiting the operation of the Relevant Track. If the limitation is not included in the Network Statement, the Infrastructure Manager is obliged to provide the reasons for such limitation in writing without undue delay, in any case not later than 30 days prior to the limitation implementation and to notify the Carrier thereof, otherwise it will be liable for any damage caused thereby, unless the liability is excluded according to paragraph 1.

(4) In the cases referred to in paragraphs 1 to 3, or if the capacity in accordance with Annex A has been duly and timely requested by another carrier for a train or

shunting part with a better order of precedence in the relevant Network Statement, the Infrastructure Manager will offer, if possible, on already allocated parts of the capacity of the Relevant Track, to the Carrier an alternative capacity that is as close as possible to the Carrier's requirements, which the Carrier may, however, refuse without committing a breach of this Agreement. When refusing an alternative capacity, the payment according to Article V will be reduced accordingly.

(5) Without prejudice to the provisions of this Agreement, the Carrier is free not to request capacity in accordance with this Agreement, surrender an unused capacity or to limit the use of the Relevant Track to the extent to which it has been refused access to a service facility which connects the Relevant Track with another track, or to the extent that the Carrier has been denied or limited the right to use that other track if the access to service facilities and / or access to the railway infrastructure of that other track has been duly and timely requested. The conditions for return and capacity utilisation, including penalties, as set out in the Network Statement, shall apply analogously. The time limit for non-sanctioned capacity returns shall be extended by the length of time the service facility operator, the Infrastructure Manager of that other track, and, after each of them, the Office, decides on the Carrier's request for access to the service facilities and / or the infrastructure of that other track. The extent of unused capacity, possibly sanctioned according to the Network Statement, shall be reduced by the extent to which the Carrier could not use it as a result of the decision-making according to the last sentence.

#### *Article V.*

#### **Capacity reservation fee**

(1) For the period of validity of the individual RTFs, the Carrier undertakes to pay the Infrastructure Manager prior to the payment for the preferential allocation of capacity in accordance with Article II(1) of this Agreement, an amount equal to 1.15 times the total capacity allocation price for the entire capacity range, that is all its parts, according to Annex A.

(2) The fees pursuant to paragraph 1 shall be paid by the Carrier on the basis of invoices issued by the Infrastructure Manager with a due date identical to the deadline set out in the Network Statement for the submission of regular capacity requests for each period of validity of each RTF.

(3) The invoice must comply with the requirements for a tax document laid down in the generally binding legal regulations, otherwise the Carrier is entitled to refuse the payment and return the invoice to the Infrastructure Manager for correction without undue delay. The maturity of invoices consistent with the generally binding legal regulations shall be 30 days.

(4) The provisions of this Article do not affect the fulfilment of the payment obligations according to the Network Statement, in particular the capacity allocation costs and the cost of using the Track.

#### *Article VI.*

#### **Contractual penalties**

(1) The Carrier is obliged to pay the Infrastructure Manager a contractual penalty of 100% of the cost of using the Track in the scope of the respective capacity part according to Annex A for the period of validity of the relevant RTF, if the Carrier

- a) did not request the part according to Article III properly and in time,
- b) applied for the part according to Article III but subsequently amended or revoked the application, or,
- c) gave up the part or did not use it, even if only partially.

(2) If the Carrier's failure to comply with the contractual obligations pursuant to paragraph 1 causes prejudice to the Infrastructure Manager, the Carrier is obliged to pay compensation in an amount in excess of the contractual penalty.

(3) If the Infrastructure Manager does not assign to the Carrier a part of the capacity according to this Agreement which the Carrier has requested duly and in a timely manner, or its use is prevented or limited by the Infrastructure Manager without being entitled to do so, it shall pay to the Carrier a contractual penalty of CZK 1,000 per capacity for each part of the capacity which the Carrier could not properly use. At the same time, the Infrastructure Manager shall indemnify the Carrier for all the damage incurred by the latter.

(4) A party that infringes the provisions of Article X shall pay to the other party, in respect of each infringement, a contractual penalty of CZK 10,000, to compensate in full for the damage resulting from the infringement, regardless of the contractual penalty.

*Article VII.*

**Changes or limitations of the terms of the Framework Agreement**

(1) The parties are obliged to amend this Agreement by an addendum in accordance with Article IX hereof if this is required by better use of the Relevant Track. Better use of the track according to the last sentence means in particular an increase in the throughput of the Relevant Track (increased number of trains), an increase of its load class, the increase of the achievable transport output, or a reduction in the carriage times by at least 10%.

(2) To the extent that the Carrier has been denied access to a service facility that connects the Relevant Track with another track and / or to the extent that the Carrier has been denied or limited the right to use that other track, the Infrastructure Manager is entitled without being subject to liability for breach of contract or for damage, not to allocate the capacity according to Annex No. 1, withdraw it or restrict its use, and allow another carrier to use the track to the same extent. The Infrastructure Manager will inform the carrier concerned accordingly in writing without undue delay.

(3) By the latest possible deadline for filing a (late) application for capacity according to the Network Statement after the reasons for which the Infrastructure Manager exercised its authority according to paragraph 2 cease to exist, the Infrastructure Manager is obliged to offer the Carrier the capacity in accordance with Annex No. 1.

(4) The parties shall amend this Agreement with an addendum in accordance with its Article X if, in its duration, an effective amendment of the generally binding legislation or decision-making practice of public authorities takes effect, unless such a change in the regulations or decision-making practice results in such salient facts that it would not be fair to demand from either party or both parties an amendment to the Agreement.

(5) This Framework Agreement may be amended by either party in accordance with Article IX if its commercial interest requires so and the other Party agrees to the amendment.

*Article VIII.*

**Termination of Framework Agreement**

- (1) This Framework Agreement will expire upon the expiry of the period for which it was concluded or extended in accordance with Article XI.
- (2) This Framework Agreement may be terminated by written agreement of the parties.
- (3) Either party may withdraw from this Agreement if it does so without any unnecessary delay after its material breach by the other party within the meaning of Section 2002 of Act 89/2012 Coll., Civil Code, as last amended.
- (4) A party may also withdraw from this Agreement if it does so without any unnecessary delay due to the fact that the other party opposes for more than 3 months a proposed amendment to the Agreement without a legitimate reason according to Article VIII(1) or (4).
- (5) The Infrastructure Manager is also entitled to withdraw from this Agreement provided it does so without undue delay because the Carrier has assigned its rights under this Agreement without the approval of the Infrastructure Manager or has assigned the allocated capacity in accordance with Annex A, even if only partially, to another [carrier].
- (6) The Infrastructure Manager may also withdraw from this Agreement if the Carrier fails to pay, albeit only partially, the price invoiced in accordance with Article VI to the Carrier despite the Infrastructure Manager's prior reminder in writing. The exercise of the option according to the last sentence shall not affect the Carrier's obligation to pay default interest in accordance with the generally binding legal regulations.
- (7) The notice of withdrawal from the Framework Agreement must be delivered to the other party in writing without undue delay otherwise it is invalid.
- (8) Either party may terminate this Agreement if its commercial interests so require and if, at the same time, the continuation of this Agreement cannot be fairly demanded from that party. The notice of termination must be in writing and must contain both reasons for the notice according to the last sentence, and must be delivered to the other party not later than 30 days before the date on which carriers



may first apply for capacity allocation on the Relevant Track in the period of validity of the new RTF, otherwise it is invalid. The notice period begins to run on the delivery of the notice to the other party and ends on the last day of the RTF validity, during which the notice was delivered to the other party.

(9) Termination of this Agreement shall be without prejudice to any later right of the Carrier to request the capacity to which this Agreement applies in accordance with the Network Statement.

(10) Mutual obligations under this Agreement shall be settled by the parties within 30 days of its termination.

#### *Article IX.*

##### **Miscellaneous provisions**

(1) This Framework Agreement may be amended by successive numbered addenda concluded by and between the parties.

(2) The rights and obligations of the Infrastructure Manager under this Agreement shall pass to its legal successor regardless of whether the succession is established as a result of the Infrastructure Manager's liquidation, a decision of the railway operator or of a public authority.

(3) The rights and obligations under this Agreement may be transferred by the Carrier to another carrier subject to the prior written consent of the Infrastructure Manager.

(4) Other rights and obligations of the parties not mentioned in this Framework Agreement, in particular those governed by the Railways Acts (ZoD) and by the Network Statement, shall not be affected by the provisions of this Agreement.

#### *Article X.*

##### **Protection of confidential information**

(1) The essential aspects of this Framework Agreement shall be made available to all interested parties in accordance with the principles of trade secrets.

(2) A party shall not disclose any information relating to this Agreement to a third party without the prior written consent of the other party unless this Agreement and / or the generally binding legal regulations provide otherwise.

(3) Where a party receives, in accordance with a generally binding legal regulation, a request for information relating to this Agreement, which it is required to provide under such a regulation, it shall inform the other party without delay about the entire content of the request, shall inform it of the envisaged method of deciding the application, and the other party shall comment on the request for information within a reasonable time. The other party shall also comment on the request without delay so that the request for information may be dealt with by the party concerned within specified or statutory time limits. The party shall also notify the other party of the manner of processing the request. In cases where the procedure for making information disclosure or processing a request for information is subject to a generally binding legal regulation governing a procedure before a public authority, one party shall allow the other party to maximally defend its rights, including, where appropriate, participating in such proceedings. If such involvement of one party is not possible, the other party shall, in the interest of the first party and in agreement with it, make every effort to protect its rights.

(4) In particular, the information provided for in Article I and in Annex A shall be considered as trade secrets by the parties.

#### *Article XI.*

#### **Final Provisions**

(1) This Framework Agreement is concluded for a period of 5 years and may be extended. It will become operative and take effect when it is signed by both parties. For the first time, the capacity according to this Agreement shall be allocated by the deadline for the allocation of capacity for the change in the annual RTF after the Agreement enters into force.

(2) After the expiry of the five-year period referred to in paragraph 1, this Framework Agreement shall be automatically renewed for a further period of 5 years, unless significant circumstances arise during the period referred to in paragraph 1 and it would not be reasonable to demand a significant extension of the Agreement from either party. If such circumstances exist according to the last sentence, the party concerned shall notify the other party in writing of the existence of such circumstances with an explicit notification that the party does not agree to an extension of the Framework Agreement for those circumstances. The notification

must be delivered to the other party not later than the 30<sup>th</sup> day immediately preceding the first day on which the Carrier may apply for the capacity of the Relevant Track for the RTF period beginning on the fifth year and ending in the sixth year following the conclusion of this Framework Agreement. In the event of a late delivery of the notification according to this paragraph at the expiry of the RTF according to the last sentence, the Infrastructure Manager shall be deemed to have breached Article II and the Carrier shall be deemed to have breached Article III of this Agreement for the period of validity of the RTF according to the last sentence, and on the last day of validity of that RTF the present Agreement shall end. In the event of a longer delay in delivering the notification according to this paragraph, the Framework Agreement will be automatically extended according to the first sentence.

(3) Annex A, “Characteristics and Scope of Capacity Required by the Carrier and Offered by the Infrastructure Manager”, shall form an integral part of this Agreement.

(4) This Framework Agreement was drawn up in four counterparts and each party shall obtain two counterparts thereof.

(5) The parties declare that they have become acquainted with the content of this Framework Agreement prior to its conclusion, consider it sufficiently unambiguous and understandable, and being aware of the rights and obligations arising from it, they express their consent with their signatures.

Done at ..... date ..... Done at ..... date .....

For Infrastructure Manager:

For Carrier:

doc. Ing. Libor Švadlenka, Ph.D.  
Dean, Faculty of Transport Engineering



**Terms and conditions for the provision of services through services facilities available from the designated track, the cost of providing these services and the price for the allocation of capacity and use of a siding for the connection to service facilities, according to the data provided by the service facility or siding operator**

(1) The price for the allocation of capacity and the use of the sidings which are not operated by ČD and which ensure connection of the service facilities to the railway which is subject the present Statement, is specified on the web site of their operator, i.e. of the Railway Infrastructure Administration (provoz.szdc.cz).

(2) The terms and conditions for the provision of services through service facilities in accordance with paragraph 1 are listed on the web site of the operator of service facilities ([http://www.ceskedrahy.cz/nase-cinnost/ostatni-cinnosti-a-servis/zarizeni\\_sluzeb/-29800/](http://www.ceskedrahy.cz/nase-cinnost/ostatni-cinnosti-a-servis/zarizeni_sluzeb/-29800/)).

## Annex No. 7

### **Rates for auxiliary services on the national railway owned by České dráhy, a.s., and operated by the Operator “České dráhy, a.s.”**

Documentation in a printed form A4, A5 .....	CZK 3.00/page
Documentation in an electronic form .....	CZK 50.00/CD(DVD)
Issuance of a card for entry into a reserved area .....	CZK 100.00/copy
Inspection of the local conditions in the service area .....	CZK 500.00/person
Enabling of a visual inspection of the railway line .....	CZK 200.00/hour/person
Provision of the Operators' regulations in a printed form .....	CZK 500.00/copy

**All the prices are stated without VAT.**

**This Annex is unoccupied**

## Invoicing Agreement

for capacity allocation according to the valid Network Statement on the National  
Railway Operated by České dráhy, a.s.

(hereinafter referred to as “the Agreement”)

### University of Pardubice

A public university established by law

Faculty: Faculty of Transport Engineering

Registered office: Studentská 95, Pardubice, Post Code Number 532 10

Represented by: doc. Ing. Libor Švadlenka, Ph.D., Dean of the Faculty

Administrative Id. No.: 00216275

Tax Registration No.: CZ00216275

Bank: KB Pardubice, branch office: Pardubice, account number 37030561/0100

(hereinafter referred to as “the Infrastructure Manager”)

and

.....

Registered office: .....

Represented by: .....

Administrative Id. No.: .....

Tax Registration No.: .....

Bank: ....., account number .....

Registered in the Commercial Register administered by ....., Section

....., Insert .....

(hereinafter referred to as “the Applicant”)

### Article 1

#### Scope of the Agreement

(1) The subject matter of the Agreement shall be to regulate the parties' rights and obligations in the invoicing of the capacity allocation on the tracks operated by České dráhy, a.s. (hereinafter referred to as “ČD”).

(2) The prices shall be determined on the basis of the valid Network Statement on the National Railway Operated by České dráhy, a.s., issued by the University of



Pardubice, Faculty of Transport Engineering and by ČD (hereinafter referred to as “the Network Statement”).

## *Article 2*

### **Invoicing terms and invoicing information**

- (1) The invoice (hereinafter referred to as “the Invoice”) shall have the requisites of a tax document in accordance with the provisions of the relevant generally binding regulations valid in the territory of the Czech Republic, namely Act No. 235/2004 Coll., Value Added Tax Act, as last amended, including an overview of the processed requests for capacity allocation and the number of this Agreement (.....). The invoice shall also include the total final cost for the allocation of the capacity of the track, VAT, and the total price including VAT.
- (2) The cost of capacity allocation shall be determined in the manner described in Annex. No. 4 to the Network Statement.
- (3) The infrastructure capacity allocation cost shall be invoiced by the Infrastructure Manager to the Applicant within 15 days after the end of the calendar quarter in which the capacity request has been processed.
- (4) The invoicing information for payments for capacity allocation is shown in the heading of this Agreement. Payment reference number = invoice number.

## *Article 3*

### **Payment terms**

- (1) The invoice due in accordance with Article 2 shall be settled within 30 calendar days after its delivery. The day on which the taxable supply takes place is the last calendar day of the quarter in which the Infrastructure Manager provided to the Applicant the services under this Agreement. The payment is deemed to have been made when the funds were credited to the Infrastructure Manager’s bank account. In the event that the invoice contains incorrect or incomplete information, the Applicant may return it before the due date to the Infrastructure Manager with the reason for the refusal. The Infrastructure Manager shall correct the returned invoice and if necessary, issue a new, impeccable one. In such a case, new maturity period shall begin for the Applicant in accordance with Article 3(1).

(2) In case of default in a payment under this Agreement, the parties will agree upon a contractual penalty at the rate of 0.05% of the amount due for each commenced day of the default up to the amount owed.

(3) If the Infrastructure Manager becomes an unreliable payer or its tax invoice carries an account number which has not been entered in the public register of reliable accounts, the Applicant may pay the value of the added tax directly to the locally competent tax authority to which the Infrastructure Manager is subject.

#### *Article 4*

#### **Final provisions**

(1) All additions and amendments to this Agreement must be made in the form of a written amendment signed by both parties. An amendment always becomes an integral part of this Agreement. Changing the name of a person responsible, registered office of the company, account number or any other information that either party is entitled to change unilaterally is not a reason to conclude an amendment as the fact shall be communicated in writing to the other party.

(2) The parties acknowledge that this Agreement is subject to the obligation of publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. on the special conditions for the effectiveness of certain contracts, the publication of such contracts, and the register of contracts ("Register of Contracts") and they have no objection to the publication of this Agreement. At the same time, they agree to the publication of their particulars, the object of the contract, its price or value, and the date of conclusion of this Agreement. The parties have agreed on the extent of the information they consider to be business secrets or sensitive information, which is to be redacted prior to the publication of this Agreement in the Register of Contracts. The parties agree that this Agreement will be published by the Infrastructure Manager in the Register of Contracts in accordance with the provisions of the Act on the Register of Contracts. If the obligation to publish it in the Register of Contracts according to Act No. 340/2015 Coll., on the Register of Contracts, does not apply and the Applicant communicates this in writing to the Infrastructure Manager, this Agreement will not be published in the Register of Contracts.

(3) The parties agree that if the Applicant becomes an unreliable payer or the Applicant's tax invoice carries an account number for payment without being listed in

the public Register of Reliable Accounts, the Infrastructure Manager is authorised to pay the value added tax directly to the Applicant's tax authority.

(4) The present Agreement has been drawn up in duplicate, with each party receiving one copy thereof.

(5) This Agreement is concluded for an indefinite period and comes into force on the date when it is signed by the parties and on the date of its publication in the Register of Contracts.

(6) The parties have agreed that the contractual relationship established by this Agreement may be terminated:

- a) by a mutual agreement entered into by and between the parties,
- b) by means of a written notice of termination served by either party. The notice period shall be 3 months and begins on the first day of the calendar month following delivery of the notice to the other party.

(7) The parties must settle their mutual obligations within 30 calendar days after the termination of the contractual relationship.

Done at ....., [date] ..... Done at ....., [date] .....

For the Infrastructure Manager:

For the Applicant:

.....  
 doc. Ing. Libor Švadlenka, Ph.D.  
 Dean, Faculty of Transport Engineering

.....