



CFR NETWORK STATEMENT - 2022

**ANNEX 4.c** **CONVENTION FOR THE ACCESS ON THE RAILWAY INFRASTRUCTURE**

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COMPANIA NATIONALA DE CAI FERATE CFR SA

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# Convention for the access on the railway infrastructure no. ....

(Concluded between CFR and the applicant)

Parties:

**Compania Națională de Căi Ferate „C.F.R.”-S.A.** headquartered in Bucharest, Dinicu Golescu Blvd. no. 38, sector 1, postal code 010873, registered under the no. J40 / 9774/1998 and unique registration number RO 11054529, legally represented by Mr. ...., in his capacity as the General Manager, acting as the railway infrastructure manager under the GD no. 581/1998, hereinafter called CFR,

and

..... headquartered in ....., registered under the number ..... and unique registration code ....., legally represented by Mr. ...., in his capacity as General Manager, acting as the applicant, defined according to Art 3. paragraph 28 of Law no. 202/2016 and hereinafter referred to as the **Applicant**,

based on the provisions of art. 41 of Law 202/2016 on the integration of the Romanian railway system into the Single European Railway Area, have agreed the conclusion of this Convention.

## **A. SUBJECT OF THE CONVENTION**

1. The CFR shall allocate to the Applicant interoperable public railway infrastructure capacity as well as non-leased non-interoperable capacity within the limits of available capacities under this Access Convention. The railway infrastructure capacity allocated to an Applicant shall be set out in the Annex to this Access Convention.
2. In order to use the allocated infrastructure capacity, the Applicant shall designate a railway undertaking (RU), which must have an access contract on the railway infrastructure concluded with CFR.
3. The payments for the access on the railway infrastructure capacity allocated under this Access Convention and other services provided by CFR shall be made by the RU designated by the Applicant. The terms and conditions of payment are those set out in the valid railway Convention for the Access on the Railway Infrastructure concluded between CFR and the respective RU.
4. If an Applicant wishes to reserve infrastructure capacity for allocation, he shall pay a reservation fee for that railway infrastructure capacity.

## **B. DURATION OF THE CONVENTION**

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1. This Convention shall enter into force on..... and shall be valid until December 8, 2018, inclusive.
2. The Convention may be extended for further periods of time with the agreement of the Parties expressed in writing through an addendum. The request for the extension of the Convention shall be notified to CFR 30 days before the termination of this Convention.

## **C. RIGHTS AND OBLIGATIONS OF PARTIES TO THE CONVENTION**

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1. CFR and the Applicant shall exercise their obligations under the Convention in good faith so as not to prejudice the other party to the Convention (to meet its obligations under the Convention by limiting, as much as possible, the negative effects).
2. CFR and the Applicant undertake to transmit to each other all information necessary to achieve a high degree of effectiveness of the Convention. The Parties are entitled to highlight data on the Convention, settlements and benefits in common data collections.
3. CFR and the Applicant shall make available to each other the indicators for the statistical purposes for the assessment of the railway traffic structure.
4. The operational structures designated by CFR and the Applicant who are competent to take operational decisions on their behalf as soon as possible are: - for CFR - Traffic Department; - for the Applicant - .....
5. The access to the infrastructure capacities implies the allocation by CFR of the paths for the performance of transport services, based on requests for the allocation of the railway infrastructure capacities communicated in writing to CFR at the deadlines set out in accordance with the provisions in force.
6. Allocated paths are materialized in hourly documents (timetable), which are prepared periodically by CFR. The paths are assigned to an RU designated by the Applicant, in accordance with the provisions of the valid Convention for the Access on the Railway Infrastructure concluded by CFR with the designated RU.

## **D. LIABILITIES OF PARTIES TO THE CONVENTION**

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1. These provisions shall apply to the regulation of the liability of the Parties to the Convention, insofar as the legal provisions in force where the damage occurred (the incident), as well as 3 some border conventions or intergovernmental agreements, are not in contradiction with these.
2. These provisions do not apply to other legal relationships, such as mainly: - the liability of the Parties to the Convention towards their agents and / or other persons to whom they are called upon to perform their duties; - the liability between the Parties to the Convention and third parties.
3. According to the provisions of the Civil Code, the debtor of the "execution" obligation is legally late in fulfilling the terms stipulated in the Convention.

4. The Convention shall cease to have effect without the need for the intervention of a court or other judicial body in the following circumstances; - upon the expiration of the period for which it was concluded, if it was not extended by an addendum under the law; - the Convention shall cease by the agreement between the Parties,

5. The Parties may terminate this Convention. The Party initiating the termination shall notify the other Party of this with a 30-day notice.

## **E. FINAL PROVISIONS**

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1. Any communication between the Parties (notification) must be transmitted in writing, registered both at the time of transmission and at the time of receipt, and it is valid if it is transmitted to the address/headquarter specified in the introductory section of this Convention.

This Convention was signed on..... in two original copies, one for each Party.

Director General .....

Director General .....

## **ANNEX: Paths allocated to the applicant**