



NETWORK STATEMENT - 2024

ANNEX 24.a **THE CFR SA ACTIVITY CONTRACT FOR THE PERIOD OF TIME 2021-2025**

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COMPANIA NATIONALA DE CAI FERATE CFR SA



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THE ACTIVITY AND PERFORMANCE CONTRACT OF COMPANIA NAȚIONALĂ DE CĂI FERATE „C.F.R.” - S.A. FOR THE PERIOD OF TIME 2021-2025

CHAPTER I General Provisions

ARTICLE 1 Contracting Parties

This Activity and Performance Contract of Compania Națională de Căi Ferate „C.F.R.” – S.A. for the period of time 2021-2025, hereinafter referred to as the Contract, shall be concluded in accordance with the provisions of Articles 37 and 39 of the Government Emergency Ordinance No. 12/1998 on the Romanian railway transport and the reorganisation of the Romanian National Railway Society, approved with its further amendments and supplements by means of the Law No. 89/1999, republished, with its further amendments and supplements, hereinafter referred to as the GEO No. 12/1998, having regard to the provisions of Article 30(2) of the Law No. 202/2016 on integrating the Romanian railway system in the single European railway area, with its further amendments and supplements, hereinafter referred to as the Law No. 202/2016, the provisions of Chapter V of the Government Emergency Ordinance No. 83/2016 on certain measures for making efficient the implementation of the transport infrastructure projects, certain measures in the field of transport, as well as on amending and supplementing some normative acts, approved with its further amendments and supplements by means of the Law No. 205/2019, with its further amendments and supplements, as well as the provisions of Article 19 of the Government Decision No. 581/1998 on the setting-up of Compania Națională de Căi Ferate „C.F.R.” – S.A. by reorganizing Societatea Națională a Căilor Ferate Române, with its further amendments and supplements, hereinafter referred to as the GD 581/1998,

between:

The Ministry of Transport and Infrastructure, on behalf of the State, headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, hereinafter referred to as the Ministry, legally represented by CĂTĂLIN DRULĂ, in his capacity as Minister;

and

Compania Națională de Căi Ferate „C.F.R.” – S.A., the manager of the Romanian railway infrastructure, headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, hereinafter referred to as CFR SA, legally represented by IOAN PINTEA, in his capacity as Director General;

collectively called the Parties and individually the Party.

ARTICLE 2 Purpose of the Contract

This Contract shall set down the mutual rights and obligations of CFR SA and of the Ministry for ensuring the operation of the railway infrastructure so as to guarantee the carrying-out of the freight and passenger transport on the Romanian railways under traffic performance and safety conditions, in accordance with the law in force. This Contract shall also set down the rules and responsibilities regarding the monitoring and assessment of the performance of CFR SA's activity, with the help of the Performance and Monitoring Indicators.

ARTICLE 3 Duration of the Contract

This Contract shall be concluded for the period of time 2021 - 2025, hereinafter referred to as the Reference Period.

ARTICLE 4 High Level Objectives for the Railway Sector

(1) This Contract shall be understood as a reflection of the strategic policies of the Ministry regarding the harmonious and balanced development of the national transport system, under conditions of high economic efficiency, and the assurance of a non-discriminatory and level playing field between the transport modes.

(2) This Contract shall set down the obligations of CFR SA and the Ministry regarding the collaboration for achieving the strategic objectives provided for in the Railway Infrastructure Development Strategy for the period of time 2021-2025, approved by means of the Government Decision No. 985/2020, hereinafter referred to as the GD No. 985/2020, a strategy that was prepared in accordance with the provisions of Article 8(1) of the Law No. 202/2016. These strategic objectives shall be correlated with the provisions of the General Transport Master Plan of Romania, approved by means of the Government Decision No. 666/2016, and shall be presented in Annex No. 1 together with the strategic actions necessary for their achievement.

ARTICLE 5 Roles and Responsibilities

(1) This Contract shall regulate the relations between the Parties by taking into account the following principles:

a) The main responsibilities and obligations of the Ministry set down in this Contract shall aim at supplying the financial resources from the State Budget necessary to achieve the objectives set down in the strategy mentioned at Article 4(2), by complying with the provisions of Article 8(4) of the Law No. 202/2016, as well as at supplying the legislative framework for the carrying-out of CFR SA's activity under normal conditions, in a fair competitive framework as to other transport modes, by applying the principle of CFR SA's autonomy in accordance with the provisions of the Law No. 202/2016, and of the Government Emergency Ordinance No. 109/2011 on the corporate governance of public enterprises, approved with its amendments and supplements by means of the Law No. 111/2016, with its further amendments and supplements, hereinafter referred to as the GEO No. 109/2011;

b) The main responsibilities and obligations of CFR SA set down in this Contract shall aim at achieving the objectives set down in the strategy mentioned at Article 4(2), by complying with the law in force, in order to carry out the railway transport services under good conditions, to fully satisfy the railway transport requests, and to increase of the competitiveness of the railway transport on the internal transport market.

(2) As the manager of the Romanian railway infrastructure, the main responsibilities of CFR SA shall be:

a) to grant to all the Rail Operators fair and non-discriminatory access to the railway infrastructure, and to the services supplied on that infrastructure;

b) to ensure the traffic of the passenger and freight trains on the railway infrastructure under safety conditions, by achieving the maximum level of the performance parameters of the railway infrastructure;

c) to ensure the maintenance, repair and renewal of the railway infrastructure, in accordance with the law in force, within the limits of the funds allocated to these purposes, with a view to ensuring the operation of the railway infrastructure at the level of the initially designed performance parameters;

d) to implement investment programmes for the railway infrastructure modernization and development, within the limits of the funds allocated to these purposes, with a view to ensuring the increase of its performance parameters, and the integration in the single European railway area.

(3) Other responsibilities of CFR SA shall be set down in the Law No. 202/2016, in the GEO No. 12/1998, in the GD No. 581/1998, as well as in other normative acts that are in force or that will be adopted during the Reference Period.

(4) For achieving the objectives set down at para (1), the main responsibilities of the Ministry in the field of the railway transport shall be:

a) As a specialized body of the central public administration:

- to set out the policy objectives in the transport field;

- to prepare and submit for approval to the Government the programmes for the development and modernization of the railway infrastructure open to public access;
- to ensure the allocation of the public funds necessary for the maintenance, repair and renewal of the public railway infrastructure, as well as for the implementation of the investment projects for the public railway infrastructure modernization/rehabilitation and development, and for increasing the efficiency of the railway infrastructure management activities, with a view to achieving the strategic objectives set down in the strategy mentioned at Article 4(2);
- to support the development and operation of the public railway transport, with a view to supporting the mobility of persons and goods, by means of a national system of public railway transport services with a high level of performance, quality and economic efficiency;
- to supply the conditions for a level playing field in the railway transport, as well as the conditions for a non-discriminatory and level playing field between the transport modes;
- to prepare policies for the balanced development of the railway transport as to other transport modes;
- to prepare policies for the development of the multimodal and combined transport;
- to ensure the management of the public and private property of the State in the field of the railway transport;
- to ensure the management of the financial resources allocated through the State Budget, by complying with the law in force, in a way that ensures the conditions of a non-discriminatory and level playing field between the transport modes.

b) As a state authority in the field of the railway transport:

- to prepare and promote specific regulations for ensuring the compatibility of the national railway transport system with the international transport systems;
- to issue mandatory technical rules for the construction, modernization, operation, maintenance, repair and technical inspection of the railway infrastructure and the rolling stock;
- to issue mandatory traffic safety rules for the railway transport, as well as for the multimodal and combined transport, and to monitor the compliance with them;

(5) Other responsibilities of the Ministry in the field of the railway transport shall be set down in the Law No. 202/2016, in the GEO No. 12/1998, as well as in other normative acts that are in force or that will be adopted during the Reference Period.

CHAPTER II - Specific Rights and Obligations of the Parties

ARTICLE 6 Specific Rights and Obligations of CFR SA

(1) CFR SA shall have the following rights:

- a) to autonomously act as regards the management and administration of the company, in accordance with the company's Articles of Incorporation, with the corporate governance principles set down in the GEO No. 109/2011, with the principles set down in the Law No. 202/2016, and with this Contract;
- b) to establish its own priorities for the use of resources for the maintenance, repair, renewal and operation of the railway infrastructure, in accordance with this Contract and within the limits of the resources available from its own revenues and from the budgetary sources;
- c) to propose changes in the investment, rehabilitation and repair programmes and their financing, depending on the efficient allocation of the resources and in case of new financing opportunities or force majeure cases;

d) to calculate and collect from the Applicants or the Rail Operators, as the case may be, a railway infrastructure access charge, hereinafter referred to as the IAC, in accordance with the law in force and with the provisions of this Contract, for the services related to the minimum de access package on the railway infrastructure managed and operated by CFR SA as set down at Item 1 of Annex No. II to the Law No. 202/2016. The methodology for charging the use of railway infrastructure shall be set down in Annex No. 2.1. The list of the traffic sections classified per classes of lines, as set out in the methodology for charging the use of railway infrastructure, shall be set down in Annex No. 2.2. The values of the basic charging elements for the calculation of the IAC for each class of the IAC and by type of freight or passenger traffic shall be determined by CFR SA, in compliance with the Law No. 202/2016 and the Commission Implementing Regulation (EU) 2015/909 of 12 June 2015 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service. The values of the basic charging elements for the calculation of the IAC shall be published in the CFR Network Statement;

e) to levy from the Applicants or the Rail Operators, as the case may be, charges for the Additional Services provided to them, other than those set down at Item iv. These charges shall be determined by CFR SA, in compliance with the legislation in force, and shall be published in the CFR Network Statement. The complete list of the names of the charges levied from the Applicants and the Rail Operators, as the case may be, for the Additional Services provided to them shall be set down in Annex No. 3;

f) to apply reductions of the IAC in accordance with the provisions of Article 33 of the Law No. 202/2016, with a view to attracting additional flows of railway traffic or to encouraging the development of new railway transport services such as, but not limited to, the multimodal and/or combined freight transport services such as RO-LA, transcontainers or other intermodal transport units;

g) to conclude multi-annual contracts with specialized economic agents for supplying the railway infrastructure maintenance, repair, renewal and/or modernization services, as well as for procuring the necessary products, by not exceeding the amounts allocated under this Contract.

(2) CFR SA shall have the following obligations:

a) to supply to all the Applicants and the Rail Operators, in a fair and non-discriminatory way, the services related to the minimum access package on the railway infrastructure managed and operated by CFR SA as set down at Item 1 of Annex No. II to the Law No. 202/2016, within the limits of the existing infrastructure capacities and according to their requirements. To this purpose, CFR SA shall ensure the allocation of the infrastructure capacities for the passenger and freight railway transport at the level of the demand on the railway transport market, within the limits of the traffic capacities available on the public railway infrastructure;

b) to supply to the Rail Operators, upon request, within the limits of the available capacities, in a non-discriminatory way, the services specific to the service facilities they operate, as well as the services of track access to service facilities, in case they exist, in accordance with the provisions of Item 2 of Annex No. II to the Law No. 202/2016. The service facilities operated by CFR SA and the services supplied within these service facilities shall be presented in the CFR Network Statement;

c) to supply to the Applicants and/or the Rail Operators, upon request, within the limits of the available capacities, in a non-discriminatory way, the Additional Services and the ancillary services set down at Items 3 and 4 of Annex No. II to the Law No. 202/2016, as well as other services and facilities;

d) to operate the railway infrastructure managed and operated by CFR SA in a safe manner, which satisfies the requirements of the Rail Operators as regards the performance and quality of the services;

e) to supply traffic management services on the railway infrastructure, including on the leased non-interoperable railway infrastructure;

f) to supply the necessary infrastructure capacities for the fulfilment of the public passenger railway transport service obligations of national interest, as defined by the Ministry in accordance with the provisions of Article 5 of the GEO No. 12/1998 and the provisions of the Regulation (EC) No. 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road and

repealing Council Regulations (EEC) Nos 1191/69 and 1107/70, with its further amendments and supplements. The infrastructure capacities to be supplied by CFR SA to this purpose shall be set down in Annex No. 4;

g) to ensure the performance of the maintenance and repair works on the railway infrastructure managed and operated by CFR SA, which are necessary for maintaining the technical condition within the design technical parameters and in accordance with the norms regarding the wear and tear of the public railway infrastructure components, and the railway traffic intensity. The main current public railway infrastructure repair works that are substantiated as necessary in accordance with the strategy set down at Article 4(2) shall be presented in Annex No. 5.1. The main current public railway infrastructure repair works to be carried out within the limits of the allocated funds shall be set down in Annex No. 5.2;

h) to maintain the railway infrastructure on the routes of the European corridors within the parameters achieved by means of modernization. To this purpose, CFR SA shall apply only maintenance procedures for maintaining the line at the level of the parameters designed and achieved by modernizing the line;

i) to ensure, within the limits of the budget funds that are annually allocated to this purpose by the Ministry, the performance of the renewal/overhaul works on the railway infrastructure managed and operated by CFR SA, which are necessary for restoring the technical condition to the design technical parameters and in accordance with the norms regarding the wear and tear of the public railway infrastructure components, and the railway traffic intensity. The main public railway infrastructure renewal/overhaul works that are substantiated as necessary in accordance with the strategy set down at Article 4(2) shall be presented in Annex No. 6.1. The main public railway infrastructure renewal/overhaul works to be carried out within the limits of the allocated funds shall be set down in Annex No. 6.2;

j) to ensure, through the maintenance programme, inclusively through the replacement in order of the components of the track superstructure, repair and modernization, the decrease in the number of areas and the number of kilometres with speed restrictions, as well as the decrease in the number of dangerous points on the public railway infrastructure, and to contribute to the increase in the existing speed, within the limits of the budget funds that are annually allocated to this purpose by the Ministry;

k) to carry out, within the limits of the allocated financial resources, investment programmes for the modernization/rehabilitation of the railway infrastructure located along the trans-European corridors, as well as other investment programmes for the modernization and development of the railway infrastructure managed by CFR SA, and for increasing the efficiency of the railway infrastructure management activities. The priority programmes and the investment projects for the modernization and development of the railway infrastructure managed by CFR SA, and for increasing the efficiency of the railway infrastructure management activities established in accordance with the strategy set down at Article 4(2) shall be set down in Annex No. 7;

l) as the investment activities are concerned, CFR SA shall have the following obligations:

i) to ensure the preparation of the technical-economic documentations, and of the necessary technical projects for promoting the investments;

ii) to assess the technical condition of the railway infrastructure, and to establish the necessary maintenance operations for maintaining the technical and operational standard set down for each investment objective;

iii) to prepare all the necessary documents for submitting the application for EU grants, for contracting reimbursable loans, and for obtaining the rest of the funds from the State Budget;

iv) to make the payments under the work and service contracts, as well as the preparation of the reimbursement requests;

v) to prepare the necessary documentation for issuing the environmental agreement;

vi) to obtain the necessary permits and authorizations for implementing the projects;

vii) to prepare the necessary documentation for the expropriation of the necessary plots of land for carrying out the projects;

- viii) to carry out the public procurement and contracting procedures for the products, works and services necessary for the implementation of the projects;
- ix) to carry out the necessary procedures for relocating the existing utilities;
- x) to carry out the actual works set down in the projects;
- xi) to fulfil the contractual obligations for the promoted projects;
- xii) to ensure the performance of any other necessary activities for implementing the projects or for applying the legal and regulatory framework in force, such as inspections of the bodies with specific responsibilities, internal audit of the European Commission or of other funders, as appropriate;
- m) to carry out all the necessary actions for achieving the Performance Indicators set down in Annex No. 8, in correlation with the allocation and provision by the Ministry of the corresponding financial resources;
- n) to make sure that the activities and operations undertaken are in accordance with the provisions of the European and national legislation in force;
- o) to submit to the Ministry comprehensive reports, in accordance with the obligations set down at Article 13;
- p) to analyse the need and opportunity of modifying the methodology for charging the use of railway infrastructure so that it may include, starting with the year 2026, the separation set down at Article 32(4) of the Law No. 202/2016. The proposal prepared on the basis of this analysis shall be submitted for approval to the Ministry.

ARTICLE 7 Specific Rights and Obligations of the Ministry

- (1) The Ministry shall have the following rights:
 - a) to appoint the persons empowered to represent the interests of the state capital in the CFR SA General Assembly of Shareholders, in accordance with the law;
 - b) to monitor the performance of this Contract by CFR SA, and to request information and statistical data for the monitoring, as necessary;
 - c) to propose and initiate amendments to the provisions of the General Transport Master Plan of Romania regarding the railway transport field, following the consultation with CFR SA;
 - d) to reallocate amounts within the investment and repair programmes, depending on the evolution of the works/projects, the budgetary allocations and the budgetary execution, provided that the respective changes do not affect the stability of the contractual relations already employed by CFR SA or prevent CFR SA from fulfilling its obligations to third parties. Any such changes shall be performed following the consultation with CFR SA;
 - e) to request any kind of information, statistical data or reports regarding the activity of CFR SA.
- (2) The Ministry shall have the following obligations:
 - a) to allow CFR SA to autonomously act regarding the management and administration of the company, in accordance with the company's Articles of Incorporation, with the principles of corporate governance set down in the GEO No. 109/2011, with the principles set down in the Law No. 202/2016, and with this Contract;
 - b) to support, in accordance with the provisions of Article 8(2) of the Law No. 202/2016, the allocation of public funds to CFR SA at a level corresponding to its functions, to the size of the railway infrastructure managed by CFR SA, and to the financial needs for the railway infrastructure management. The financial needs for the railway infrastructure management during the Reference Period shall be determined in accordance with the strategy set down at Article 4(2), and shall be presented in Annex No. 9;
 - c) to ensure that CFR SA is achieving, in accordance with the provisions of Article 8(4) of the Law No. 202/2016, during the Reference Period, at least a balance between the income from the infrastructure access charges, the surplus resulting from other commercial activities, the non-reimbursable revenues from private

sources and the financing from the state, on the one hand, including, if applicable, the advance payments from the state made in accordance with the provisions of the law in force and, on the other hand, the expenses related to infrastructure. To this purpose, during the Reference Period, the Ministry shall supply to CFR SA the financial allocations set down in Annex No. 10;

- d) to pay to CFR SA, from its annual budgets, the amounts indicated in Annex No. 10 for financing the activities of the railway infrastructure management company;
- e) to support, every year, the continuation of the investments in the public railway infrastructure, including the ongoing ones, in accordance with the strategy set down at Article 4(2), by giving priority to the renewal and modernization of the infrastructure on the European railway transport corridors, by including in its budget the necessary amounts for financing them;
- f) to ensure the budgetary allocation for the actual value of the fund for stimulating the staff of CFR SA, in accordance with the provisions of Article 15 of this Contract;
- g) to promote, in accordance with the law, the documents prepared by CFR SA regarding the investment projects to be implemented in order to achieve the objectives of this Contract, and to make all the diligences for obtaining the necessary funds;
- h) to get actively involved, upon the request of CFR SA, with a view to achieving the objectives of this Contract, when the involvement of the Ministry is necessary, in accordance with the law;
- i) to undertake the necessary legislative steps for amending and/or updating of the specific legislation, in accordance with the requests of CFR SA, with a view to achieving the company's objectives;
- j) to supply the necessary information requested by CFR SA for fulfilling its obligations in accordance with this Contract;
- k) to support the updating of the state public domain inventory by the value of the completed investments in the public railway infrastructure;
- l) to provide incentives to the Railway Infrastructure Manager, within the limits of the approved budget, in order to reduce the infrastructure supply costs, and the level of the access charges, while maintaining and improving the quality of the infrastructure service, and complying with the safety requirements;
- m) to implement the necessary measures for ensuring the feasibility of the railway infrastructure development strategy set down in the GD No. 985/2020;
- n) to provide the framework for increasing the own revenues of CFR SA, mainly through:
 - i) actions for enabling public passenger and freight railway transport to compete with other modes of transport, within the charging framework set down by the law in force, on the basis of fair and non-discriminatory competition between the various modes of transport;
 - ii) measures for the transport beneficiaries to cover the environmental, accident, infrastructure and other external costs for all the modes of transport, in a fair and non-discriminatory way;
 - iii) measures leading to the modal shift of the transport flows carried out by other modes of transport to the railways.

CHAPTER II - Charges Levied by CFR SA for the Services Supplied to the Customers

ARTICLE 8 Railway Infrastructure Access Charge

(1) The Railway Infrastructure Access Charge, hereinafter referred to as the IAC, shall be levied for the services related to the minimum access package on the railway infrastructure managed and operated by CFR SA as set down at Item 1 of Annex No. II to the Law No. 202/2016, in accordance with the law in force.

(2) CFR SA shall determine the IAC in accordance with the methodology for charging the use of railway infrastructure set down in Annex No. 2.1, by taking into account the classification of the traffic sections per classes of lines in accordance with the list set down in Annex No. 2.2, and using the values of the basic charging elements determined by CFR SA for the calculation of the IAC as set down in the CFR Network Statement.

(3) In case of line closures involving traffic interruption or in case of congested capacity infrastructure sections, upon the request of the Rail Operators, CFR SA shall make available to them alternative traffic routes, by levying the IAC at the level of the reference route. The procedures to be followed, and the criteria to be used in case of line closures involving traffic interruption or in case of congested capacity infrastructure sections shall be published by CFR SA in the Network Statement, in accordance with the law in force.

ARTICLE 9 Levying of the Railway Infrastructure Access Charge

(1) The railway infrastructure access charges shall be non-discriminatory for all the Rail Operators and Applicants using the public railway infrastructure managed and operated by CFR SA, in accordance with the law.

(2) The railway infrastructure access contracts shall include penalty clauses, set down in accordance with the law in force, regarding the delays in the payment of the IAC and/or other obligations related to the services/facilities supplied by CFR SA. In such cases, CFR SA may proceed to the temporary suspension of the supply to the relevant operator of some services set down in Annex No. II to the Law No. 202/2016.

(3) The railway infrastructure access contracts shall include penalty clauses, set down in accordance with the law in force, regarding the generation of delays in the train traffic, as well as regarding the non-compliance with other contractual commitments by the Contracting Parties.

ARTICLE 10 Charges for the Additional Services Supplied by CFR SA

(1) The level of the charges set down at Article 6(1)(v) shall be approved in accordance with the law.

(2) The complete list of the names of the charges set down at para (1), presented in Annex No. 3, as well as the level of these charges shall be published by CFR SA in the CFR Network Statement.

CHAPTER IV Monitorization and Assessment of the Performance of CFR SA's Activity

ARTICLE 11 Performance and Monitoring Indicators

(1) This Contract shall set down the Performance and Monitoring Indicators of CFR SA's activity in the following fields:

- a) railway infrastructure maintenance and renewal, a field that includes the activities related to current maintenance, current repairs and renewal;
- b) railway infrastructure operation, a field that mainly includes the activities regarding the management of the railway traffic, and the train traffic safety;
- c) investments for the modernization and development of the railway infrastructure managed by CFR SA, a field that includes all the activities regarding the preparation and implementation of the investment projects, including the absorption of the European grants;

(2) The Performance Indicators shall measure the results of certain relevant activities of CFR SA, and their achievement degree shall contribute to the quantification of the Overall Performance Index of the company, in accordance with the provisions of Article 12.

The Monitoring Indicators shall provide complementary information regarding the quantification of certain relevant activities of CFR SA. These indicators shall not contribute to the quantification of the company's Overall Performance Index.

(3) The Performance and Monitoring Indicators regarding the railway infrastructure maintenance and renewal activities shall be set down in Annex No. 8.1.

The list of the Performance and Monitoring Indicators regarding the railway infrastructure maintenance and renewal activities shall be set down at Chapter 8.1.1 of Annex No. 8.1.

The modality of defining the Performance and Monitoring Indicators regarding the railway infrastructure maintenance and renewal activities and their related objectives, established in strict correlation with the financial allocations set down in Annexes No. 10.1, 10.2 and 10.3, shall be set down at Chapter 8.1.2 of Annex No. 8.1.

The uniform rules regarding the determination of the objectives related to the Performance Indicators in strict correlation with the financial allocations set down in Annexes No. 10.1, 10.2 and 10.3, shall be set down at Chapter 8.1.4 of Annex No. 8.1.

(4) The Performance and Monitoring Indicators regarding the railway infrastructure operation activities shall be set down in Annex No. 8.2.

The list of the Performance and Monitoring Indicators regarding the railway infrastructure operation activities shall be set down at Chapter 8.2.1 of Annex No. 8.2.

The modality of defining the Performance and Monitoring Indicators regarding the railway infrastructure operation activities and their related objectives, established in strict correlation with the financial allocations set down in Annexes No. 10.1, 10.2 and 10.3, shall be set down at Chapter 8.2.2 of Annex No. 8.2.

(5) The Performance and Monitoring Indicators regarding the investment activities for the modernization and development of the railway infrastructure managed by CFR SA shall be set down in Annex No. 8.3.

The list of the Performance and Monitoring Indicators regarding the investment activities for the modernization and development of the railway infrastructure managed by CFR SA shall be set down at Chapter 8.3.1 of Annex No. 8.3.

The modality of defining the Performance and Monitoring Indicators regarding the investment activities for the modernization and development of the railway infrastructure managed by CFR SA and their related objectives, established in strict correlation with the financial allocations set down in Annex No. 10.4, shall be set down at Chapter 8.3.2 of Annex No. 8.3.

(6) The Performance and Monitoring Indicators set down at para (5), as well as the responsibilities of CFR SA regarding the achievement of the objectives related to these indicators, shall exclusively take into account the list of investment projects set down in Annex No. 7.2.

(7) The Performance and Monitoring Indicators regarding other activities of CFR SA shall be set down in Annex No. 8.4.

The list of the Performance and Monitoring Indicators regarding other activities of CFR SA shall be set down at Chapter 8.4.1 of Annex No. 8.4.

The modality of defining the Performance and Monitoring Indicators regarding other activities of CFR SA and their related objectives shall be set down at Chapter 8.4.2 of Annex No. 8.4.

ARTICLE 12 Performance Assessment

(1) The Performance and Monitoring Indicators set down at Article 11 shall be used to monitor and assess the performance of CFR SA pursuant to this Contract. The performance level of CFR SA's activity shall be quantified in an aggregated manner in the form of the Overall Performance Index, expressed in percent points, which shall be determined in accordance with the methodology set down in Annex No. 11.

(2) The assessment of the achievement of the Performance Indicators shall be annually performed by the Ministry, based on the CFR SA Annual Activity Report set down at Article 13(3).

(3) Within 30 days from the receipt of the CFR SA Annual Activity Report, the Ministry shall perform a complete analysis of it, and shall submit its point of view on it. The failure of the Ministry to submit its point of view within this deadline shall mean the approval of the CFR SA Annual Activity Report.

(4) If the point of view submitted by the Ministry pursuant to the provisions of para (3) above includes comments on the content of the Annual Activity Report, CFR SA shall implement these comments by submitting a revised Annual Activity Report and/or shall submit its point of view on these comments within 15 days from the receipt of the Ministry's point of view.

(5) Within 15 days from the submission by CFR SA of the revised Annual Activity Report and/or of the point of view on the Ministry's comments, the Ministry shall submit to CFR SA its point of view, consisting in the approval of the CFR SA Annual Activity Report or comments on the implementation of the previous comments. The Ministry may not submit comments in connection with issues that have not been the subject matter of previous comments submitted in accordance to the provisions of para (3) above. The failure of the Ministry to submit its point of view within this deadline shall mean the approval of the revised CFR SA Annual Activity Report.

(6) Within 20 days from the submission by the Ministry of the comments set down at para (5) above, the Parties shall meet and agree on the final version of the CFR SA Annual Activity Report.

(7) The initial or revised Annual Activity Report submitted by CFR SA, with regard to which the Ministry expressed its agreement or did not submit its point of view within the deadlines set down at para (3) or para (5) above, as the case may be, or the Annual Activity Report agreed by the Parties in accordance with the provisions of para (6) shall represent the reference document on the basis of which there shall be applied the incentives set down at Article 15 and Article 16, after being supplemented with the audited data regarding the financial situation of CFR SA.

(8) The CFR SA Annual Activity Report set down at para (7) above shall represent a public document, and shall be published on the website of CFR SA within 10 days from the date at which the following conditions are cumulatively met:

- a) it is agreed by the Parties under the conditions set down at para (7) above;
- b) it is supplemented with the audited data regarding the financial situation of CFR SA.

(9) Six months before the expiry date of the Reference Period, the Parties shall perform a full assessment of the achievement of the Performance Indicators. Upon performing this assessment, the Parties shall start to define and determine the objectives of the future CFR SA Multiannual Activity Contract.

ARTICLE 13 - Reporting

(1) CFR SA shall report to the Ministry, on a quarterly basis, the stage regarding the use of the allocated funds for the railway infrastructure maintenance, repair and renewal activities, as well as for the investment activities for the railway infrastructure modernization and development. The quarterly report shall be submitted by CFR SA within 30 days from the end of the relevant quarter.

(2) Within 30 days from the end of the first semester, CFR SA shall submit to the Ministry a report on the degree of achieving the Performance Indicators during the period of time January 1 - June 30. This half-yearly report shall include, if the case may be, the proposals of CFR SA on the initiation of certain measures considered necessary for the achievement of the objectives related to the Performance Indicators, established for the current year by means of this Contract.

(3) Within 60 days from the end of each calendar year included in the Reference Period, CFR SA shall submit the Annual Activity Report of the company. The CFR SA Annual Activity Report shall have the content and shall include information in accordance with the law in force, and with the provisions of Annex No. 12.

(4) CFR SA shall collect, systematize and make available to the Ministry information on the activity of CFR SA and statistical data on the network and sectoral activity, for establishing the policies in the field and fulfilling other responsibilities of the Ministry, in accordance with to law.

(5) During the first quarter of each calendar year of the Reference Period, the Ministry shall submit clarifications regarding the specialized direction to which CFR SA is to submit the reports hereunder.

ARTICLE 14 - Adjustment of the Performance Indicators

(1) Upon concluding the annual addenda to this Contract, the Parties may mutually agree to adequately adjust the Performance Indicators set down in Annex No. 8, on the basis of an analysis taking into account the elements with significant impact on the activities to which the Performance Indicators refer, such as, but not limited to:

- a) the modification of the amounts set down in Annex No. 10 – The Financial Allocations for the Railway Infrastructure Management during the Reference Period for the activities to which the Performance Indicators refer;
- b) the modification of the list of investment projects set down in Annex No. 7.2 - The Major Investment Projects for the Modernization and Development of the Railway Infrastructure on the TEN-T Network and for increasing the efficiency of the railway infrastructure management activities, under the conditions set down in this annex;
- c) the significant change of CFR SA's own revenues during the Reference Period, either as an effect of the evolution of the transport market, or as an effect of some legislative changes or of some changes of the specific regulations in the railway field;
- d) legislative changes or events external to the activity of CFR SA and outside the possibility of being forecast or controlled by CFR SA having impact on the company's activity;
- e) substantial change in the network managed and operated by CFR SA.

(2) The values of the Performance Indicators may not be adjusted during a calendar year of the Reference Period, subsequent to the conclusion of this Contract or of an addendum, as the case may be.

ARTICLE 15 - Incentives for Increasing the Performance Level of CFR SA's Activity

(1) The Incentive System for increasing the performance level of CFR SA's activity shall be applied through measures of rewarding or sanctioning, as the case may be, the managers, the director general and the staff of CFR SA, in relation to the degree of achieving the Overall Performance Index of CFR SA's activity defined at Article 12(1).

(2) The Incentive System applicable to the managers and the director general shall be in accordance with the provisions of Articles 8, 13, 21, 30 and 36-38 of the GEO No. 109/2011, and with the provisions of this Contract. To this purpose, the Ministry shall have the obligation to ensure the integration of the Performance Indicators and the Performance Assessment System provided for in this Contract with the Performance Indicators and the Performance Assessment System from the mandate contracts of the managers and the director general.

(3) The implementation modality of the Incentive System for the staff of CFR SA shall be set down in Annex No. 13.

(4) The general rules for implementing the Incentive System for increasing the performance level of CFR SA's activity shall be those set down in the following table:

(1)

Value of the Overall Performance Index [%]	Rating	Impact
> 100	Very good	a) Rewarding of the managers and the director general through the mandate contracts, through the variable component of the remuneration, by increasing the variable component correlated with the value of the Overall Performance Index. b) Budgetary allocation for the actual value of the fund for stimulating the staff of CFR SA, up to a total amount of 1/24 of the value of the annual salary fund.
		c) Rewarding of the staff of CFR SA in accordance with the provisions of Annex No. 13, within the limits of the fund for this purpose.
(90,100]	Good	Without additional rewards or sanctions.
(80,90]	Satisfactory	Sanctioning of the managers and the director general through the mandate contracts, according to the variable component of the remuneration (by decreasing the variable component correlated with the value of the Overall Performance Index).
(70,80]	Unsatisfactory	Sanctioning of the managers and the director general through the mandate contracts, according to the variable component of the remuneration, by cancelling the variable component of the remuneration.
<= 70	Inacceptable	The Ministry's right to terminate the mandate contracts of the managers and the director general

ARTICLE 16 - Incentives for Reducing the Infrastructure Supply Costs

(1) The total value that can be granted to CFR SA, in accordance with the provisions of Article 30(1) of the Law No. 202/2016, as incentives for reducing the infrastructure supply costs and the level of the access charges, while maintaining and improving the quality of the services supplied to the Applicants and the Rail Operators and complying with the safety requirements, shall be the amount saved by reducing the relevant unit costs set down in Annex No. 6.1, Table A6.1, rows. 2, 5, 8, 11 and 14.

(2) The incentives set down at para (1) may be granted if the following conditions are cumulatively met:

- a) the achievement of a value at least equal to 102% for the Aggregate Performance Index regarding the railway infrastructure operation activities, set down at Chapter 11.3 of Annex No. 11;
- b) the reduction, as to the previous year, by at least 2%, inclusively, of the average value per train-km of the railway infrastructure access charge, both for the freight and the passenger traffic.

CHAPTER V Rules regarding CFR SA's Activity

ARTICLE 17 - Business Plan

- (1) In accordance with the provisions of Article 8(3) of the Law No. 202/2016, CFR SA shall prepare a business plan for the Reference Period, by taking into account the strategy set down at Article 4(2), and the financing provided by the Ministry set down in Annex No. 10.
- (2) The Business Plan shall be prepared in accordance with the principles set down at Article 8(3) of the Law 202/2016, and shall be correlated with the provisions of this Contract with regard to, *inter alia*, the investment programmes and the financing programmes.
- (3) The Business Plan shall be prepared and approved by CFR SA within six months from the date of the approval of this Contract in accordance with the provisions of Article 39(1) of the GEO No. 12/1998. After approval, CFR SA shall inform the Ministry about the content of the Business Plan.

The Business Plan shall be updated annually or whenever necessary, in order to be correlated with the progress of the elements having a significant influence on its content. After approving the updated Business Plan, CFR SA shall inform the Ministry about its content, in order to conclude, if necessary, an addendum correlated with the provisions of the updated Business Plan.

ARTICLE 18 Asset Register

- (1) In accordance with the provisions of Article 30(7) of the Law 202/2016, CFR-SA shall prepare and maintain an asset register, as a functional description of the assets in its patrimony, and of the assets managed by it in accordance with the law and the public domain concession/lease contracts concluded under the regulations in force.
- (2) The functional description of the assets shall include the railway infrastructure elements enumerated in Annex No. I to the Law No. 202/2016, and all the facilities granted under concession to CFR SA or owned by CFR SA, which are used for carrying out the activity of CFR SA.
- (3) CFR SA shall also use the Asset Register for identifying the financing needed for repair and/or renewal.
- (4) CFR SA shall annually update the Asset Register.
- (5) CFR SA shall undertake, with the support of the Ministry, the necessary steps to ensure the computerization of the Asset Register.

ARTICLE 19 Preparation and Implementation of the Major Infrastructure Projects

- (1) With a view to increasing the administrative capacity in the field of the preparation and implementation of the major infrastructure projects set down in Annex No. 7.2, CFR SA shall take measures for increasing the efficiency of the activity in all the preparation and implementation phases of these projects in accordance with the recommendations set down in Annex No. 14.
- (2) CFR SA shall annually report to the Ministry, within the Annual Activity Report set down in Article 13, the degree of implementing the recommendations set down in Annex No. 14.
- (3) The list of investment projects set down in Annex No. 7.2 may be modified only under the following conditions:
 - a. upon the initiative of either Party, by informing the other Party, if some investment projects are added under the conditions set down in Annex No. 7.2; or
- (4) upon the agreement of the Parties, if some investment projects are eliminated.

ARTICLE 20 Efficiency of the Company's Management

- (1) For improving the administrative capacity of CFR SA regarding the use of the public funds and the management of the public patrimony in an efficient, effective and economical manner, in accordance with the requirements set down in the Government Ordinance No. 119/1999 on internal control and preventive financial control, republished, with its further amendments and supplements, and in the Order No. nr. 600/2018 of the General Secretary of the Government for approving the Code of internal managerial control of public entities, hereinafter referred to as the OGS No. 600/2018, CFR SA shall ensure the implementation of the internal managerial control system of the company.
- (2) CFR SA shall annually report to the Ministry, within the Annual Activity Report set down at Article 13(3), the implementation stage of each of the standards set down in the OGS No. 600/2018.
- (3) The implementation stage of the standards set down in the OGS No. 600/2018 shall be assessed on the basis of the methodology set down in Annex No. 15.

ARTICLE 21 Infrastructure Capacities for Fulfilling the Public Service Obligations of National Interest related to the Passenger Railway Transport

- (1) The public service obligations of national interest related to the passenger railway transport, which are set down in Annex no. 4, may be modified by the Ministry during the year in order to adapt to them to the progress of the economic and social conditions, and to achieve the objectives set for supporting the mobility needs of the persons on the national territory. In this case, the Ministry shall send a notice to CFR SA in order to supply, within the limits of the existing availability, the necessary infrastructure capacities.
- (2) In case of the traffic sections belonging to the non-leased non-interoperable railway infrastructure on which the passenger traffic is no longer carried out, the Ministry shall include, as a reserve, a minimum service access package for each of these traffic sections, as part of the public service obligation of national interest related to the passenger railway transport, which can be taken over by the interested passenger railway transport operators. The infrastructure capacities necessary to allow the fulfilment of this minimum service access package shall be set down in the list in Annex No. 4.
- (3) In case of the leasing, in accordance with the law, of the traffic sections belonging to the non-interoperable railway infrastructure, the minimum service access package set down at para (2) shall be assigned by the Ministry to the Rail Operator involved, by making the corresponding payment of the compensation from the State Budget, in accordance with the law.

ARTICLE 22 Efficient Use of the Performance of the Railway Infrastructure

- (1) For strengthening the capacity to efficiently use the performance of the railway infrastructure, CFR SA shall ensure the preparation of a study on the efficiency of the long-term planning of the train traffic. The study shall assess the efficiency of the route designing from the perspective of the efficient use of the available performance of the railway infrastructure and, if necessary, shall include recommendations for improvement.
- (2) For the implementation of the provisions of para (1), the Ministry shall allocate the necessary funds for contracting the technical assistance services for the preparation of the relevant study.
- (3) After the completion of the study set down at para (1), the Parties shall mutually agree, based on the proposals of CFR SA, a plan for implementing the recommendations of the study.

- (4) CFR SA shall annually report to the Ministry, within the Annual Activity Report set down in Article 13(3), the stage of realization of the implementation plan set down at para (3).

ARTICLE 23 Efficient Use of the Modernized Assets

- (1) CFR SA shall ensure the efficient use of the investments regarding the modernization of the railway stations, by improving the services and facilities provided to the passengers in the modernized railway stations, in accordance with the requirements set down in Annex No. 16.
- (2) The minimum service and facility access package to be provided to the passengers in the modernized railway stations shall be set down in Annex No. 16.1.
- (3) The list of the modernized railway stations made available to the passengers, and the completion schedule of the modernization works shall be set down in Annex No. 16.2.
- (4) CFR SA shall annually report to the Ministry, within the Annual Activity Report set down in Article 13(3), the stage of the implementation of the minimum service and facility access package to be provided to the passengers, as set down at para (2), in the modernized railway stations set down at para (3).

ARTICLE 24 Safety in Urban Areas

- (1) For increasing the railway safety in the urban areas, CFR SA shall ensure the preparation of a study which shall include the analysis of the safety risks specific to the railway traffic in the urban areas, and recommendations for increasing the safety in these areas.
- (2) For the implementation of the provisions of para (1), the Ministry shall allocate the necessary funds for contracting the technical assistance services for the preparation of the relevant study.
- (3) After the completion of the study set down at para (1), the Parties shall mutually agree, based on the proposals of CFR SA, a plan for implementing the recommendations of the study.
- (4) CFR SA shall annually report to the Ministry, within the Annual Activity Report set down in Article 13(3), the stage of completion of the implementation plan set down at para (3).

CHAPTER VI Other Provisions

ARTICLE 25 Contractual Liability

- (1) The Parties shall perform this Contract exactly and in good faith, and in compliance with the law in force.
- (2) In case of unforeseen situations during the performance of the Contract, the Parties shall meet for analysis and amicable settlement.
- (3) The Parties shall compensate the damage caused as a result of the non-fulfilment/improper fulfilment or late fulfilment of the obligations under the Contract, which occurred out of their exclusive fault.

ARTICLE 26 Non-compliance with the Contract Clauses

- (1) Any breach or non-fulfilment with the obligations under this Contract shall be a non-compliance with the Contract by one of the Parties. In case of non-compliance, the damaged party shall send a

notice to the party failing to fulfil its obligations, requesting it to make remedies within a reasonable period of time, taking into account the nature of the breach. If, after the expiry of this period, the situation is not remedied, the damaged party shall be exonerated from the obligations under this Contract, other than the obligations deriving from the law in force, until the full remedy of the situation.

ARTICLE 27 Contract Amendment

- (1) This Contract may be amended only with the written agreement of the Parties, by means of an addendum.
- (2) The addenda to this Contract shall be approved in accordance with the law in force.

ARTICLE 28 Termination of the Contract

- (1) This Contract shall terminate upon the expiry of the period for which it was concluded, as set down at Article 3.
- (2) Except for the special cases set down in the law in force, all the rights and obligations of the Parties under this Contract shall cease.

ARTICLE 29 Disputes

- (1) The disputes arising from the conclusion, performance, amendment, termination and interpretation of the terms of this Contract shall be amicably settled between the Parties.
- (2) If the disputes cannot be amicably settled, the disputes shall be solved by the competent courts, in accordance with the law.

ARTICLE 30 Force Majeure

- (1) In accordance with this Contract, Force Majeure shall represent any external unpredictable, absolutely invincible and unavoidable event occurring without the fault of the Contracting Parties, which could not be foreseen upon the conclusion of the Contract, can significantly affect the performance of this Contract, and exempts any Party from the full or partial fulfilment of the obligations arising from this Contract, in accordance with the law in force.
- (2) If one of the Parties invokes force majeure by means of a written notice sent to the other Party, the Parties shall analyse the consequences of the force majeure case, and shall mutually agree the measures to be taken.

ARTICLE 31 Concession Contract for the Assets in the Public Ownership of the State

- (1) The rights and obligations of the Parties under this Contract shall not affect the rights and obligations of the Parties under the Concession Contract for the assets in the public ownership of the state.

ARTICLE 32 Fire-Fighting Instructions

- (1) The Fire-Fighting Instructions specific to the railway sector shall be correlated with the types of the activities performed, and with the current means of traction and transport, and shall be

mandatory for all the Rail Operators operating, on the basis of an access contract, the railway infrastructure on the passenger and freight transport segments. These instructions shall be published by CFR SA within 30 days from the entry into force of this Contract in the Network Statement.

ARTICLE 33 Definitions

- (1) For the purposes of this Contract, the terms and expressions below shall have the following meanings:
- (2) "Additional Services" – shall mean the services supplied by CFR SA to the Rail Operators and/or to the Applicants, as the case may be, other than those set down at Item 1 of Annex No. II of the Law No. 202/2016.
- (3) "Annex" – shall mean an annex to this Activity and Performance Contract, unless there is explicitly mentioned in the Contract that it belongs to another document.
- (4) "Applicant" - shall have the meaning set down at Article 3(28) of the Law No. 202/2016.
- (5) "Asset Register" - shall have the meaning set down at Article 30(7) of the Law No. 202/2016.
- (6) "Concession Contract" – the Contract No. 17 408/8.05.2019 concluded between the Ministry and CFR SA.
- (7) "Infrastructure Capacity" - shall have the meaning set down at Article 3(7) of the Law No. 202/2016.
- (8) "Monitoring Indicator" - shall have the meaning set down at Article 11 of this Contract.
- (9) "National Transport System" - shall have the meaning set down at Article 2 of the Government Ordinance No. 19/1997 on transport, republished, with its further amendments and supplements.
- (10) "Network" - shall have the meaning set down at Article 3(22) of the Law No. 202/2016.
- (11) "Network Statement" - shall have the meaning set down at Article 3(10) of the Law No. 202/2016.
- (12) "Performance Indicator" - shall have the meaning set down at Article 11 of this Contract.
- (13) "Rail Operator" - shall have the meaning set down at Article 3(18) of the Law No. 202/2016.
- (14) "Railway Infrastructure" - shall have the meaning set down at Article 3(12) of the Law No. 202/2016.
- (15) "Railway Infrastructure Development"- shall have the meaning set down at Article 3(91) of the Law No. 202/2016.
- (16) "Railway Infrastructure Maintenance"- shall have the meaning set down at Article 3(171) of the Law No. 202/2016.
- (17) "Railway Infrastructure Manager" – shall have the meaning set down at Article 3(3) of the Law No. 202/2016.
- (18) "Railway Infrastructure Modernization"- shall have the meaning set down at Article 3(172) of the Law No. 202/2016.
- (19) "Railway Infrastructure Renewal"- shall have the meaning set down at Article 3(211) of the Law No. 202/2016.
- (20) "Reference Route" – shall mean the route a train should have taken, in accordance with the allocated infrastructure capacity. It shall only apply if the railway infrastructure becomes unavailable due to a temporary capacity restriction, and the train traffic is no longer permitted on that route.
- (21) "Rehabilitation" - equivalent to the term "modernization".
- (22) "Technical Specification for Interoperability (TSI)"- shall have the meaning set down at Article 2(37) of the Government Decision No. 108/2020 on the railway system interoperability.

ARTICLE 34 Annexes

(1) This Contract shall include the following annexes, which are an integral part of it:

Annex No. 1: "Strategic Objectives and Actions regarding the Railway Infrastructure Development in the Period of Time 2021-2025"

Annex No. 2: "Calculation of the Railway Infrastructure Access Charge". It shall include:

Annex No. 2.1: „ Methodology for the Calculation of the Railway Infrastructure Access Charge"

[Annex No. 2.2:](#) „ List of the Traffic Sections for the Calculation of the IAC, Classified per Classes of Lines"

Annex No. 3: "Complete List of the Names of the Charges that May Be Levied by CFR SA from the Rail Operators or the Applicants, as the case may be, for the Additional Services Supplied to Them"

Annex No. 4: "Infrastructure Capacities to Be Supplied by CFR SA in order to Ensure the Fulfilment of the Public Service Obligations of National Interest related to the Passenger Railway Transport Determined by the Ministry"

Annex No. 5: "Main Current Repair Works on the Public Railway Infrastructure". It shall include:

Annex No. 5.1: "Main Current Repair Works on the Public Railway Infrastructure Substantiated as Necessary in the Reference Period"

Annex No. 5.2: "Main Current Repair Works on the Public Railway Infrastructure that Must Be Carried Out within the Limits of the Allocated Funds"

Annex No. 6: "Main Renewal/Overhaul Works on the Public Railway Infrastructure". It shall include:

Annex No. 6.1: "Main Renewal/Overhaul Works on the Public Railway Infrastructure Substantiated as Necessary in the Reference Period"

Annex No. 6.2: "Main Renewal/Overhaul Works on the Public Railway Infrastructure that Must Be Carried Out within the Limits of the Allocated Funds"

Annex No. 7: "Investment Programmes and Projects for the Modernization/Rehabilitation and Development of the Railway Infrastructure Managed by CFR SA, and for Increasing the Efficiency of the Railway Infrastructure Management Activities". It shall include:

Annex No. 7.1: "Priority Investment Programmes for the Railway Infrastructure Modernization/

Rehabilitation and Development, and for Increasing the Efficiency of the Railway Infrastructure Management Activities"

Annex No. 7.2: "Major Investment Projects for the Modernization/Rehabilitation and Development of the Railway Infrastructure on the TEN-T Network, and for Increasing the Efficiency of the Railway Infrastructure Management Activities"

Annex No. 7.3: „ Other Investment Projects for the Modernization/Rehabilitation and Development of the Railway Infrastructure managed by CFR SA, and for Increasing the Efficiency of the Railway Infrastructure Management Activities"

Annex No. 8: „ Performance and Monitoring Indicators for CFR SA's Activities". It shall include:

Annex No. 8.1: "Performance and Monitoring Indicators for the Railway Infrastructure Maintenance and Renewal Activities"

Annex No. 8.2: "Performance and Monitoring Indicators for the Railway Infrastructure Operation Activities"

Annex No. 8.3: "Performance and Monitoring Indicators for the Investment Activities for the Modernization/Rehabilitation and Development of the Railway Infrastructure Managed by CFR SA, and for Increasing the Efficiency of the Railway Infrastructure Management Activities"

Annex No. 8.4: "Performance and Monitoring Indicators for Other Activities of CFR SA"

Annex No. 9: "Financial Needs for the Railway Infrastructure Management During the Reference Period". It shall include:

Annex No. 9.1: "Financial Needs for the Public Railway Infrastructure Maintenance and Operation"

Annex No. 9.2: "Financial Needs for the Current Public Railway Infrastructure Repairs"

Annex No. 9.3: "Financial Needs for the Public Railway Infrastructure Renewal/Overhaul"

Annex No. 9.4: "Financial Needs for the Investments for the Public Railway Infrastructure Modernization/Rehabilitation and Development of the Public Railway Infrastructure managed by CFR SA, and for Increasing the Efficiency of the Railway Infrastructure Management Activities"

Annex No. 10: "Financial Allocations for the Railway Infrastructure Management During the Reference Period". It shall include:

Annex No. 10.1: "Financial Allocations for the Public Railway Infrastructure Maintenance and Operation"

Annex No. 10.2: "Financial Allocations for the Current Public Railway Infrastructure Repairs"

Annex No. 10.3: "Financial Allocations for the Public Railway Infrastructure Renewal/Overhaul"

Annex No. 10.4: "Financial Allocations for the Investments for the Modernization/ Rehabilitation and Development of the Public Railway Infrastructure managed by CFR SA, and for Increasing the Efficiency of the Railway Infrastructure Management Activities"

Annex No. 11: "Assessment of the Performance Level of CFR SA's Activity"

Annex No. 12: "Minimum Content of the CFR SA Annual Activity Report"

Annex No. 13: "Incentives for the Staff of CFR SA to Increase the Performance Level of the Company's Activity"

Annex No. 14: "Increasing of the Administrative Capacity in the Field of the Preparation and Implementation of the Infrastructure Projects – Checklists and Methods".

Annex No. 15: "Methodology for the Assessment of the Implementation of the Managerial Internal Control System" .

Annex No. 16: "Improving the Services and Facilities Supplied to the Customers in the Modernized Railway Stations" . It shall include:

Annex No. 16.1: "Minimum Service and Facility Access Package to be Provided to the Passengers in the Modernized Railway Stations"

Annex No. 16.2: „ List of the Modernized Railway Stations Made Available to the Passengers"

- (2) The Annexes shall be updated, if necessary, by means of an addendum, in accordance with the law in force and/or in accordance with the provisions of this Contract.

For and on behalf of

Ministry of Transport and Infrastructure

For and on behalf of

Compania Națională de Căi Ferate "CFR" S.A.

CĂTĂLIN DRULĂ

Minister

IOAN PINTEA

Director General

