

# Network Statement 2025



1956 - Castellana Grotte

*(April 2024 Edition)*

# **Network Statement 2025**

Provision AD/85 of 22 April 2024

# Summary tables of amendments to the NS 2025

Amendments pursuant to TRA Resolution No. 51/2024	Para.
Legal Framework – Regulatory Resolutions", the reference to the Authority's Resolution no. 51/2024 of 18 April 2024 on "Resolution no. 95/2023. Formulation of tariff proposals for regional networks interconnected to the national railway infrastructure and provisions on fees and tariffs relating to the 2024 – 2025 service timetable"	1.3
"Tariffs" Amendment of the text	6.2
"Minimum access package" fee values added	6.2.1
"Passenger stations, with regard to the functional structures for travel information systems and adequate spaces for ticketing services and other functional structures necessary for railway operation" values of the fees have been added	6.2.2.1
"Areas for the composition/decomposition of trains, including shunting areas" inserted values of the fees	6.2.2.2
"Areas, plants and buildings intended for the parking, shelter and storage of rolling stock"	6.2.2.3
"Water supply" inserted values of the fees	6.2.3.1
"Annex 7 – Description of Service Facilities (RNE Model) – inserted values of the fees	

Amendments pursuant to TRA Resolution No. 157/2023	Para.
Legal Framework - Regulatory Resolutions: a reference to Transport Regulatory Authority Resolution No. 157/2023 of 26 October 2023 has been inserted, on "Indications and prescriptions relating to the Network Statement 2025 submitted by Ferrovie del Sud Est e Servizi Automobilistici S.r.l."	1.3
"Validity of the NS and extraordinary update procedures - Update of the NS" last sentence deleted	1.6.2
"Tariffs" text adjustment	6.2
"Minimum access package" fee values eliminated	6.2.1
"Passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures necessary for rail operations" fee values eliminated	6.2.2.1
"Train coupling/uncoupling areas, including shunting facilities" fee values eliminated	6.2.2.2
"Areas, facilities and buildings for parking and storage of rolling stock" fee values eliminated	6.2.2.3
"Water supply" fee values eliminated	6.2.3.1

General changes	Para.
General change of the term "FSE" to "FSE IM BUEP" (Infrastructure Manager Infrastructure Operation Business Unit).	various
New insertions/deletions	Para.
<ul style="list-style-type: none"> <li>the date of the Safety Certificate extension with the EA referred to in Apulia Regional Government Decree 2254 of 28/12/2021 was reported</li> <li>data on the renewal of the FSE IM BUEI Security Authorisation was reported</li> <li>data regarding the 2nd Agreement for the assignment of essential functions referred to in Article 3, para. 1), letter b-septies) of Legislative Decree No. 112/2015 were reported</li> </ul>	1.1
<ul style="list-style-type: none"> <li>"Legal Framework - Regional Sources" includes updates on extensions to Service Contracts with the Apulia Region</li> <li>"Legal Framework - National Sources" the reference to ANSFISA Decree No. 1 of 6 April 2009 has been removed and the reference to ANSFISA Decree No. 4 of 9 August 2012 has been inserted; the reference to Legislative Decree 57/2019 of 14 May 2019 has been inserted, the references to the MIT's Managerial Decrees no. 346 of 15/11/2022 and no. 144 of 31/03/2023 have been inserted relating to the Hydrogen Railway projects, and Apulia Regional Government Decree no. 19 of 18/01/23 relating to the appointment of FSE as Implementing Party has been inserted</li> <li>"Legal Framework - Regulatory Resolutions" the reference to ANSFISA Note No. 21866/2022 of 23/05/2022 has been inserted and references to Authority Resolutions No. 11 of 27 January 2023 and No. 95 of 31 May 2023 have been inserted</li> </ul>	1.3
"Validity of the NS and extraordinary update procedures - Update of the NS": the reference to TRA Resolution 95/2023 has been inserted	1.6.2
"Glossary of Terms": the meaning of the terms 'DASBT Agreement', 'Essential Functions' and 'PAIT' has been added	1.9
"Management rules - Stations relevant for the determination of punctuality": the lines and stations pursuant to TRA Resolution 16/2018 have been defined; in the tables the text '(Monday to Saturday)' has been deleted	2.4.2

“Train-Track compatibility for the use of authorised vehicles” has been adapted to the current regulatory framework	2.7
“Punctuality - Punctuality at Relevant Stations” the lines and stations in accordance with TRA Resolution 16/2018 have been defined, and it has been established that punctuality monitoring is carried out with the technological systems for detection and attribution of delay causes	6.4.3
<b>Changes</b>	<b>Para.</b>
“Validity of the NS and Extraordinary Update Procedures - Period of validity of date changes”: changes of dates relating to the validity of the operating timetable	1.6.1
“Validity of the NS and extraordinary update procedures - Update of the NS” change of dates relating to the validity of the operating timetable	1.6.2
“Contacts”: change to the path indications on the FSE website concerning access information to the FSE Network	1.8
“Licence” change to the acronym referring to the Ministry of Infrastructure and Transport;	2.2.3
“Obligations of the IM” the number of days required for the notification of amendments/additions to the provisions for the RUs has been changed	2.3.2.2
“Investigations of operational operating accidents/disruptions - Reporting and investigation obligations of the IM and RUs” a typo has been corrected concerning the reference to the provisions for investigations following accidents/disruptions	2.4.5
“Maintenance Centres”: change of reference date for the future decommissioning of the Bari plant	3.6.5
“Refuelling” inclusion of Bari Sud Est as refuelling facility	3.6.8
“Standard RNE model for the description of service facilities” change to path indications on the FSE website for finding the RNE model	3.6.9
“Schedule for Path/Service Requests for the 15 December 2024 - 13 December 2025 timetable”: change of dates for the validity of the operating timetable	4.3.2
“Schedule for path/service requests for intermediate adjustment” change of dates for the validity of the operating timetable	4.3.3
“Assistance to Persons with Reduced Mobility (PRM) as referred to in EU Regulation No 782/2021” Service description - deletion of the content of the paragraph concerning the service performed by the RU, review of scope of the IM provisions and introduction of the provision for signing the DASBT agreements with the RUs requesting capacity	5.4.2
“Tariffs”: adjustment of the tariffs shown for the MAP and extra-MAP services in line with the tariffs applied by the RNI - RFI for the 2023/24 operating timetable, increased by the programmed inflation rate referred to in the DEF 2023 and equal to 2.10%; the tariff envisaged for the PRM service carried out by the IM has been eliminated	6.2
“Performance regime”: clarification on the reporting of economic flows through PIC technology systems	6.4.4

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- 7- Description of Service Facilities (RailNetEurope standard model - RNE)
- 8- CMQ Services Responsibilities of the IM

# SECTION 1 GENERAL INFORMATION

## 1.1. INTRODUCTION

Ferrovie del Sud Est e Servizi automobilistici Srl, whose capital is wholly owned by Ferrovie dello Stato Italiane, is a company established in 2000 to carry out business activities in rail and bus passenger transport sector in the Apulia Region.

This corporate structure follows the shareholding transfer transaction implemented on 28 November 2016, whereby Ferrovie dello Stato Italiane finalised the transfer of ownership of the entire shareholding of Ferrovie del Sud Est e Servizi Automobilistici Srl, previously held by the Ministry of Infrastructure and Transport.

Ferrovie del Sud Est is currently an integrated operator providing a local public transport service by rail and road. This service includes both operation and maintenance of the infrastructure, facilities and rolling stock.

The company offers public rail passenger transport services on the infrastructure it manages. It also provides local public passenger transport services by bus in Apulia Region territory, providing connections between approximately 130 municipalities in the region of Apulia.

The above-mentioned activities are carried out by Ferrovie del Sud Est on the basis of a public service contract entered into with the Apulia Region on 21 December 2009 under Repertory no. 011020 of 29 December 2009. In exchange for the provision of the above services by the Company, the agreement provides for the payment to the latter of an annual service fee revalued annually at the rate of inflation. The duration of the contract, initially set at six years, was extended until 31 December 2021 by Executive Determination No. 100/2014 and Regional Council Resolution 1453 of 2013.

The subsequent Regional Council Deliberation no. 2254 of 29/12/2021 extended the Service Contract for the Railway Infrastructure Management Service until 31/12/2022. Said contract was subsequently amended by Regional Government Decree no. 324 of 11/3/2022 with which, *“in order to “ensure the safe, efficient and secure maintenance of the regional railway networks and to ensure the implementation, beyond current active investments, of the additional works connected with the interventions and investments identified in Regional Government Decree no. 2283 of 13/12/2021”*, the amendment of the Service Contract was ordered, pursuant to Article 175, paragraph 1, letter b), of Legislative Decree no. 50/2016 as amended, with an temporal extension until 31/12/2026 under the provisions of the previous service contract and with the same terms and conditions.

FSE and its network has been included in the list annexed to the Ministerial Decree of 5 August 2016; therefore, in implementation of Article 1 paragraph 6 of Legislative Decree 112/2015 and pursuant to Article 10 paragraph 3 they are subject to the application of Legislative Decree 50/2019 on the *“implementation of Directive 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety”*. In the light of this new legislative landscape, they must implement the separation of the Infrastructure Manager and the Railway Undertaking, acquire a Safety Management System, acquire safety authorisations and certification, and implement the monitoring of their operational safety processes.

On 28 December 2021, the Infrastructure Manager of FSE BUEI obtained the Safety Authorisation for the transport of passengers on the infrastructure referred to in the Service Contract with the Apulia Region, renewed on 20 December 2022 with validity until 19 December 2027.

In compliance with the requirements of Legislative Decree No. 112 of 15/07/2015, as amended by Legislative Decree 139 of 23 November 2018, this document contains all the necessary information relating to the characteristics and capacity of the FSE Network for entities potentially requesting access to the local infrastructure and related services.

With Regional Government Decree no. 1252/2020 of 04/08/2020, the Apulia Region approved the Operational Agreement sent to the Authority with note AD/219 of 03/09/2020 concerning the assignment of essential functions to RFI as a third party, pursuant to Article 11, paragraph 11 of Legislative Decree 112/2015 and subsequent amendments and additions.

With note AD/239 dated 31/12/2021, the FSE notified RFI and the Apulia Region that *“the management of the essential functions referred to in Article 3, paragraph 1, letter b-septies of Legislative Decree 112/2015, as set out in the first Agreement referred to above, is to be understood as extended until the date communicated by the Apulia Region and, therefore, until the expiry of effectiveness of the extended Concession”*.

The drafting of the 2nd Agreement was implemented with Regional Council Resolution no. 1069 of 25/07/2022 concerning the *“Approval of the outline Agreement between the Apulia Region and the companies Ferrovie del*

Sud Est e Servizi Automobilistici S.r.l. and Rete Ferroviaria Italiana S.p.A. for the assignment, to the latter, of the essential functions referred to in Article 3 paragraph 1, letter b-septies) of Legislative Decree no. 112 of 15/07/2015”.

Consistent with the aforementioned term and in accordance with the provisions of Article 7 of the Agreement for the assignment of the essential functions already entered into with RFI, the management of the essential functions referred to in Article 3, paragraph 1, letter *b-septies* of Legislative Decree no. 112/2015, as set out in the aforementioned Agreement, was reassigned to RFI with the completion of the 2nd Agreement, until the expiry of the effectiveness of the extended Licence.

## 1.2 OBJECTIVE

Pursuant to Legislative Decree 112/15, as amended by Legislative Decree 139 of 23 November 2018 which, in implementation of EU Directive 2016/2370 of the European Parliament and of the Council of 14 December 2016 amends Directive 2012/34 of the European Parliament and of the Council of 21 November 2012 regarding the establishment of a single European railway area, this document aims to provide the parties concerned with all the necessary information to appropriately draft their bid.

Therefore, it describes:

- the characteristics of the available infrastructure and the relevant access conditions;
- the principles, criteria, procedures and references for calculating and levying access charges and the consideration due for the services provided by the FSE IM BUEI;
- the criteria, procedures, terms and conditions relating to the capacity-allocation scheme and the delivery of services;
- the rules applying to the utilisation of the railway infrastructure and of the relevant services.

## 1.3 LEGAL FRAMEWORK

### Regional sources

- Service contract with the Apulia Region signed on 21/12/2009 no. 011020 of repertory of 29 December 2009 and extended by Executive Determination no. 100/2014 and Regional Council Resolution no. 1453 of 2013. With regard to the extensions made by the Apulia Region, the following should be noted:
  - **Infrastructure Management:** with Regional Council Resolution no. 324 of 11/03/2022 concerning “Railway infrastructure management contracts - Amendments and additions for additional works”, the Apulia Region resolved to extend the infrastructure management service contract rep. 011020 of 29/12/2009 in force with Ferrovie del Sud Est e Servizi Automistici s.r.l., until 31/12/2026.
  - **Rail Transport:** With Regional Council Resolution no. 2232 of 29/12/2021, the Apulia Region resolved to “...uninterruptedly extend, pursuant to Article 92 paragraph 4-ter of Decree Law no. 18 of 17 March 2020 (converted with amendments by Law no. 27 of 24 April 2020), until the completion of the above procedure relating to the award of the public service contract for passenger transport by rail and in any case not later than 31/03/2023, the service contract rep. 011020 of 29/12/2009 in force with Ferrovie del Sud Est e servizi automobilistici s.r.l, regarding rail transport services” further extended by Regional Government Decree no. 411 of 27/03/2023 pursuant to Article 5, paragraph 5 of Reg. 1370/2007 until 30/06/2023, pending the determination of the new Service Contract.
  - **Road Transport Service:** With Regional Council Resolution no. 2231 of 29/12/2021, the Apulia Region resolved to “uninterruptedly extend, pursuant to Article. 92 paragraph 4-ter of Decree Law no. 18 of 17 March 2020 (converted with amendments by Law no. 27 of 24 April 2020), until the date of takeover of the new manager of the regional local public road transport service identified by the ATOs pursuant to L.R. no. 24/2012 and in any case no later than 31/03/2023, the road transport service contracts including the relevant contract appendices for the operation of the additional public transport services connected to the COVID-19 emergency”, extended by Regional Government Decree no. 408 of 27/03/2023 pursuant to Article 24, paragraph 5 bis of Decree Law no. 4/2022 (so-called DL Sostegni/ter) valid until 31/12/2026.

### Community legislation

- Directive 2001/12/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 91/440/EEC on the development of the Community’s railways;
- Directive 2001/13/EC of the European Parliament and of the Council of 26 February 2001 amending Council Directive 95/18/EC on the licensing of railway undertakings;

- Directive 2001/14/EC of the European Parliament and of the Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification;
- Directive 2004/49/EC of the European Parliament and of the Council of 29 April 2004 on safety on the Community's railways and amending Council Directive 95/18/EC on the licensing of railway undertakings and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the utilisation of rail network and safety certification (Railway Safety Directive);
- Directive 2004/51/EC of the European Parliament and of the Council of 29 April 2004 amending Council Directive 91/440/EEC on the development of the Community's railways;
- Directive 2007/58/EC of the European Parliament and of the Council, amending Council Directive 91/440/EEC on the development of the Community's railways and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure;
- Regulation (EC) No. 1370/2007 of 23 October 2007 relating to public passenger transport services by road and rail and repealing Council Regulations (EEC) 1191/69 and (EEC) 1107/70;
- Regulation (EU) No. 913/210 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight;
- Directive 2008/110/EC of the European Parliament and of the Council of 16 December 2008, amending Directive 2004/49/EC on safety on the Community's railways (Railway Safety Directive);
- Decision 2011/633/EU relating to the Infrastructure Register;
- Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area;
- Commission Regulation (EU) 1300/2014 of 18 November 2014 on the technical specifications for interoperability for the accessibility of the Union railway system for disabled people and people with reduced mobility;
- Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Implementing Regulation (EU) No. 870/2014;
- Regulation (EU) 2016/545 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity;
- European Parliament and Council Regulation (EU) 2016/796 of 11 May 2016, establishing a European Union Agency for Railways and repealing Regulation (EC) No. 881/2004;
- EU Directive 2016/797 on the interoperability of the railway system of the European Union, transposed in Italy by Legislative Decree 57/2019;
- EU Directive 2016/798 on railway safety transposed in Italy by Legislative Decree 50/2019;
- EU Implementing Regulation 2018/1795 establishing the procedure and criteria for the application of the economic equilibrium examination;
- Directive (EU) 2016/2370 of the European Parliament and of the Council of 14 December 2016 amending Directive 2012/34/EU as regards the opening of the market for domestic passenger transport services by rail and the governance of the railway infrastructure;
- Commission Implementing Regulation (EU) 2017/2177 on access to service facilities and rail-related services;
- Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area;
- Commission Regulation (EU) 2018/1795 which establishes the procedure and criteria for the application of the economic equilibrium examination pursuant to Article 11 of Parliament and Council Directive 2012/34/EU;
- EU Regulation 2021/782 of the European Parliament and of the Council of 29 April 2021 on the rights and obligations of rail transport passengers.

#### **National legislation**

- Law No. 146 of 12 June 1990 (as subsequently amended and supplemented) "Provisions for exercising the right to strike in essential public services and on safeguarding the constitutionally protected rights of the person. Establishment of the Guarantee Board for implementing the law";
- Legislative Decree 422 of 19 November 1997 (as subsequently amended and supplemented) on the devolution to the regional governments and local authorities of functions and tasks relating to local public transport;
- Ministerial Decree no. 109/T of 3 November 1999 implementing article 3(1)(d) of Legislative Decree 422/97;
- Prime Ministerial Decree of 16 November 2000, concerning the determination and transfer to the Regional Governments of the resources enabling the exercise of the functions and tasks granted in pursuance of articles 9 and 12 of Legislative Decree of 19 November 1997 No. 422 on Local Public Transport;
- Law No. 388 of 23 December 2000, article 131(1), "Provisions relating to rail transport and the request of the current public contract awarding regulations for the rail sector";
- Legislative Decree 163 of 10 August 2007 implementing directive 2004/50/EC that amends directives 96/48/EC and 2001/16/EC on the interoperability of the trans-European railway network;

- Ministerial Decree no. 81T of 19 March 2008 “Directive on rail operation safety”;
- Ministerial Decree no. of 2 February 2011 “Determination of the requirements for issuing a national passenger licence for providing passenger train services with origin and destination inside the country” (OJ 7 April 2011);
- Legislative Decree No. 43 of 24 March 2011 “Implementing Directive 2008/110/EC amending Directive 2004/49/EC on safety on the Community’s railways (Railway Safety Directive)”;
- Law No. 214 of 22 December 2011 amending and converting into Decree Law No. 201 of 6 December 2011 “Laying down further urgent measures for the growth, equity and consolidation of public finances” (article 37);
- Law No. 27 of 24 March 2012 amending and converting into Decree Law No. 1 of 24 January 2012 “Laying down further urgent measures for competition, the development of infrastructures and competitiveness” (articles 36 and 37);
- ANSFISA Decree No. 4 of 9 August 2012 - Issuance of the “Attributions in the field of railway traffic safety”, “Railway traffic regulations” and “Standards for the qualification of personnel employed in railway traffic safety activities”;
- Presidential Decree of 9 August 2013 relative to the “Appointment of the members of the Transport Regulation Authority”;
- Ministerial Decree of 5 April 2013 on the “Definition of energy-intensive industries” (OJ of 18 April 2013);
- Legislative Decree no. 70 of 17 April 2014 “Sanctions applicable to the violation of the provisions of Regulation (EC) No. 782/2021 on rail passengers’ rights and obligations”;
- Legislative Decree No. 112 of 15 July 2015 implementing Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (Remerger);
- Ministerial Decree of 5 August 2016 for the “Determination of the rail networks included within the field of application of Legislative Decree no. 112 of 15 July 2015, as amended by Legislative Decree 139/2018, for which the Regional Governments have been assigned programming and management functions and tasks” (OJ of 15 September 2016);
- Law No. 167 of 20 November 2017 laying down “Provisions for the fulfilment of obligations arising from Italy’s membership of the European Union”;
- Decree Law No. 50/2017 converted by Law no. 96 of 21 June 2017;
- Law No. 130 of 16 November 2018 on “Conversion into law, with amendments, of Decree-Law No. 109 of 28 September 2018, containing urgent provisions for the city of Genoa, the security of the national infrastructure and transport network, the earthquakes of 2016 and 2017, employment and other emergencies”;
- Legislative Decree no. 139 of 23 November 2018, Implementation of European Parliament and Council directive (EU) 2016/2370, of 14 December 2016, which modifies directive 2012/34/EU as regards the opening of the market of national transport services of passengers by rail and the governance of the railway infrastructure (OJ General Series No. 297 of 22/12/2018);
- Ministerial Decree of 16 April 2018 on “Determination of regional railway lines of importance for the national railway network”;
- Legislative Decree no. 50 of 14 May 2019 on “Implementation of the European Parliament and Council Directive 2016/798 of 11 May 2016 on railway safety”;
- Legislative Decree 57/2019 of 14 May 2019 on the “Implementation of Directive 2016/797 of the European Parliament and of the Council of 11 May 2016 concerning the interoperability of the rail system of the European Union”;
- Decree of the Ministry of Infrastructure and Transport (formerly the Ministry of Infrastructure and Sustainable Mobility) no. 75 of 28/03/2022, on “Identification of the minimum level of civil liability insurance cover for accidents, in particular in respect of passengers, luggage, transported goods, mail and third parties”;
- MIT Directorial Decree No. 346 of 15 November 2022 laying down provisions for hydrogen railway projects;
- MIT Executive Decree No. 144 of 31 March 2023 laying down provisions for hydrogen projects in the railway sector;
- Appointment of the Implementing Party by Regional Council Resolution no. 19 of 18 January 2023, “*Ministry of Infrastructures and Transport call, published with Directorate Decree no. 346 of 15 November 2022, for the allocation of resources for hydrogen experimentation in rail transport. Guidelines for the participation of the Apulia Region*”.

#### **Regulatory Resolutions**

- Resolution by the Transport Regulation Authority no. 70 of 31 October 2014 (published on 5 November 2014) “Regulation governing the fair and non-discriminatory access to the rail infrastructure and initiation of procedures for defining the criteria for determining rail access charges”;
- Resolution by the Transport Regulation Authority no. 96 of 13 November 2015 introducing the “Criteria for determining the access and usage charges of the rail infrastructure”;
- Transport Regulation Authority Resolution No. 16 of 8 February 2018 setting out “Minimum quality conditions for rail passenger transport, at national and local level, featuring public service obligations pursuant to article 37,

paragraph 2, letter d) of Decree Law no. 201 of 6 December 2011, converted, with amendments, by Law No. 214 of 22 December 2011, initiated by Resolution No. 54/2015". Conclusion of the procedure;

- Transport Regulation Authority Resolution no. 106/2018 on "Measures concerning the minimum content of the specific rights that the users of rail transport services featuring public service obligations may require from the managers of railway services and infrastructures";
- Transport Regulation Authority Resolution no. 98 of 11 October 2018 relating to "Procedures for defining measures concerning access to service facilities and railway services";
- Transport Regulatory Authority Resolution No. 130/2019 of 30 September 2019 - Conclusion of the procedure initiated by Resolution No. 98/2018 "Measures concerning access to service facilities and railway services";
- ANSFISA - note 9956/2016 dated 16/09/2016 "Urgent measures on the subject of railway operation safety on regional networks referred to in the Decree of 5 August 2016 of the Ministry of Infrastructure and Transport";
- Resolution No. 119/2020, concerning: "Network Statement 2021 submitted by Ferrovie del Sud Est e Servizi Automobilistici S.r.l. Guidance and prescriptions for the Network Statement 2021 and the preparation of the Network Statement 2022";
- Transport Regulatory Authority Resolution no. 156/2020 on «Conclusion of the procedure initiated with resolution no. 86/2020. Approval of the "Methodology for the examination of the economic equilibrium of public service contracts pursuant to Article 12 of Legislative Decree 112/2015 and Article 14 of Commission Implementing Regulation (EU) 2018/1795";
- Transport Regulatory Authority Resolution No. 190/2020 on "Indications and prescriptions relating to the Network Statement 2022 submitted by Ferrovie del Sud Est e Servizi Automobilistici S.r.l., and relating also to the tariff proposal for charges and consideration";
- Transport Regulatory Authority Resolution no. 28/2021 on "Measures concerning the minimum content of the specific rights that users of rail and bus transport services can demand from service and related infrastructure managers with regard to claim management";
- Transport Regulatory Authority Resolution No. 145/2021 of 4-11-2021 "Indications and prescriptions relating to the NS 2023 submitted by FSE, and relating also to the tariff proposal for charges and consideration";
- ANSFISA - note 21866/2022 of 23/05/2022 "Verification of vehicle and train compatibility with the planned route";
- Transport Regulatory Authority Resolution No. 141/2022 of 8 September 2022 on "Tariff adjustments relating to the 2022 - 2023 operating timetable for access to the infrastructure of interconnected regional rail networks and related services";
- Transport Regulatory Authority Resolution No. 213/2022 of 16 November 2022 on "Indications and prescriptions concerning the Network Statement 2024 submitted by Ferrovie del Sud Est e Servizi Automobilistici S.r.l.";
- Transport Regulatory Authority Resolution no. 11 of 27 January 2023 on "Revision of the criteria for determining the access and use fees for the railway infrastructure approved with resolution no. 96/2015 and extension and specification of the same for interconnected regional networks";
- Transport Regulatory Authority Resolution no. 95 of 31 May 2023 on "Conclusion of the procedure initiated with resolution no. 11/2023; Approval of the regulatory act relating to the revision of the criteria for determining the access and use fees for the railway infrastructure approved with resolution no. 96/2015 and extension and specification of the same for interconnected regional networks";
- Transport Regulatory Authority Resolution No. 157 of 26 October 2023 on "Indications and prescriptions relating to the Network Statement 2025 submitted by Ferrovie del Sud Est e Servizi Automobilistici S.r.l.".
- Transport Regulatory Authority Resolution no. 51/2024 of 18 April 2024 on "Resolution no. 95/2023. Formulation of tariff proposals for regional networks interconnected to the national railway infrastructure and provisions on fees and tariffs relating to the 2024 – 2025 service timetable"

### 1.3.1. Service contract

The services identified by the regions are governed by service contracts, which are entrusted according to regulations in force. This formalises the mutual commitments between the region and the company responsible for providing the service.

In order to cope with the programme of services requested, FSE has, in compliance with regional law governing local public transport, adopted a special regulation that determines the services provided in a transparent and detailed manner.

The Service Contract with the Apulia Region, concluded on 21 December 2009 for the operation of the railways pursuant to Article 8 of Legislative Decree No. 422/97, valid for six years and renewable unless terminated, governs the reciprocal obligations and the terms and performance methods of the supplementary and/or substitutive public railway and road transport services operated by FSE on the lines specified in the Reference Annex and with the

relevant programmes and timetables. The Service Contract, with expiry on 31/12/2021, was extended by Regional Government Decree no. 2254 of 29/12/2021, which provisionally extended until 31/12/2022 all service contracts expiring on 31/12/2021. Lastly, amended by Council Resolution No. 324 of 11/3/2022 on the “Railway Infrastructure Management Contracts”, by which the awarding entity extended the Infrastructure Service management until 31 12 2026, in accordance with the provisions contained in the previous service contract and under the same terms and conditions.

## 1.4 LEGAL STATUS

### 1.4.1 General information

The Network Statement (NS) is produced by the IM, pursuant to Article 14 of Legislative Decree 112/15 as amended and supplemented after consultation with the parties concerned, following the indications and prescriptions formulated by the Transport Regulation Authority (TRA) and is published within the terms prescribed by Article 14, paragraph 5 of said Legislative Decree 112/15 as amended by Legislative Decree 139/2018.

### 1.4.2 Legal Value

The NS contains a detailed description of the rights and duties of the IM and the Applicants, in relation to the capacity/path requests/allocations, the utilisation of the rail infrastructure and the delivery of the relevant services, and the charges and consideration due. The Network Statement, therefore, also in pursuance of Articles 6(1)(c), 14 and 25 of Legislative Decree 112/15 as subsequently amended and supplemented, shall serve as the general rules and conditions governing the individual contractual relationships existing between the IM and those who sign individual rail infrastructure Access Contracts.

The NS is published in the website of FSE and, therefore, is made an integral and substantial part of the single Access Contracts; for these purposes, without prejudice to paragraph 1.6.2 below, the applicants, by signing the abovementioned agreements, acknowledge their full and unconditional acceptance of the terms and conditions therein.

### 1.4.3 Appeal to the Regulatory Body

Pursuant to Article 37, paragraph 2 of Legislative Decree 112/15 and Article 37 of Decree Law no. 201 of 6 December 2011 (amended and converted into Law 214 of 22 December 2011), Applicants may refer any disputes arising in connection with the construction and/or the enforcement of the Network Statement to the Transport Regulation Authority (TRA), by email to: [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it)

#### **Contacts:**

Autorità di Regolazione dei Trasporti  
Via Nizza 230, 10126 Torino  
Telephone: +39 011.19212.500  
PEC email address: [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it)

## 1.5 STRUCTURE OF NETWORK STATEMENT

In order to provide a complete description of the information referred to in paragraph 1.2, the Network Statement shall comprise six sections, as follows:

*Section 1 – General information;*

*Section 2 – Access Conditions:* contains the conditions for regulating access to and utilisation of the railway infrastructure, and managing the relevant Access Contract, in accordance with the applicable national regulations and the terms and conditions established by the IM;

*Section 3 – Infrastructure:* illustrates the main infrastructural characteristics required for the proper planning of capacity requests;

*Section 4 – Capacity Allocation:* describes the capacity request and allocation process, in terms of schedules, priority criteria and types of requests;

*Section 5 - Services:* describes the services included in the infrastructure access charge as well as those that the infrastructure manager provides to the undertaking for an extra charge;

*Section 6 - Tariffs and Performance Regime:* describes the reporting rules applied during the management of the infrastructure Access Contract, and the system for calculating and levying the related access charges, including the services not included therein.

This Network Statement has been drafted in accordance with the RNE Network Statement Common Structure. Therefore, Applicants from the various countries may access similar documents and find the relevant information in the same position of the respective Network Statements.

## 1.6 VALIDITY OF THE NS AND EXTRAORDINARY UPDATE PROCEDURES

### 1.6.1 Period of validity

This document provides:

- the rules and procedures governing capacity request requirements and those relating to the allocation process, applied with reference to the operating timetable in force from 15/12/2024 al 13/12/2025;
- the rules and information applicable to the working timetable in force from 15/12/2024 to 13/12/2025, governing the obligations and responsibilities of the FSE IM BUEI and RU/Applicants, with reference to the signing and implementation of the negotiating acts (Access Contract).

### 1.6.2 Updating of the NS

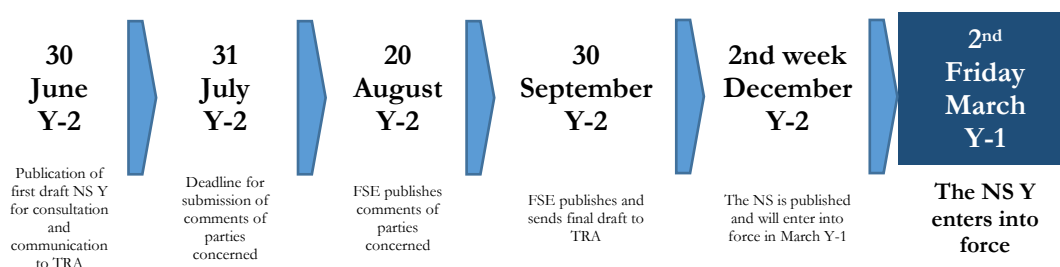
Ordinary update

The NS is updated by the FSE IM BUEI, with a first draft after consulting all the parties concerned referred to in Article 14, paragraph 1 of Legislative Decree 112/15. At the end of the consultation phase, the IM sends the draft of the updated NS to the Regulatory Body for any further indications and/or prescriptions ahead of publication of the final document.

The procedure for updating this document shall comply with the following obligations and timeframe:

- by 30 June of year Y-2, the IM prepares and publishes the first draft of the NS Y, highlighting in different colours the changed parts (with respect to the current NS) and including a report containing the reasons for the changes introduced. It then presents the text for examination by all the parties concerned, based on a transparent and non-discriminatory consulting process, with a deadline of 31 July of year Y-2, for the formalisation of any observations by the parties involved in the consultation;
- within 20 August of year Y-2, the IM publishes the observations received by the parties concerned;
- within 30 September of year Y-2, the IM publishes and sends to the TRA the final draft of the NS Y, highlighting in different colours the parts of the NS that have been changed (with respect to the applicable NS), respectively at the request of the previously consulted parties and on its own initiative, together with an accompanying report illustrating the meanings and assessments underlying the changes introduced, and the reasons for allowing or rejecting the observations formulated by each party consulted in the process;
- within the second week of December in year Y-2, the IM shall publish the NS Y, which regards the conditions relating to the contract relationships that will develop from the capacity request for the operating timetable effective from December (Y-1) to December (Y); the name of the document will be “Network Statement Y”;
- the NS Y shall enter into force on the second Friday of March of year Y-1.

The publication obligations mentioned above shall be complied with following the publication on the IM’s website.



Extraordinary update

Any changes made to this document, relating to the working timetable from 15/12/2024 to 13/12/2025, due to changes in the reference legal and/or regulatory framework, as well as for specific reasons adequately justified by the IM, shall be specifically updated and incorporated in this NS. These changes are summarised in a table with the following information:

- date of the change;
- effective date of the change;
- indication of the changed paragraph;
- nature of the change.

Any changes shall also be transmitted to the TRA and all the parties concerned, accompanied by a report illustrating the reasons for them, at least 30 days prior to the entry into force thereof, i.e. the date of posting on the FSE website ([www.fseonline.it](http://www.fseonline.it)).

## 1.7 DRAFTING AND DISTRIBUTION OF THE NS

This document, drafted in Italian and published in Italian and English, is available in electronic format free of charge on the IM's website: [www.fseonline.it](http://www.fseonline.it). In the event of any conflict of interpretation between the various versions, the Italian version shall prevail.

## 1.8 CONTACTS

All information regarding access to the FSE network can be requested via the following path The Company>Infrastructure Manager>Network Access>Contacts - To access the network on the website [www.fseonline.it](http://www.fseonline.it).

All communication with the body entrusted with essential functions can be forwarded to the RFI website [www.rfi.it](http://www.rfi.it) via the following path: Home>Offer>Network Access>Contacts.

## 1.9 GLOSSARY OF TERMS

### DASBT AGREEMENT (Train-Boarding Assistance Device)

The infrastructure manager or station operator and the railway undertaking must agree on the provision and operation of boarding assistance devices and the provision of assistance and alternative transport, in line with Regulation 1371/2007 in order to establish which party is responsible for the operation of these devices and for alternative transport.

### FRAMEWORK AGREEMENT (ACCORDO QUADRO)

A legally binding general agreement, under public or private law, setting out the rights and obligations of an applicant and the infrastructure manager, in relation to infrastructure capacity to be allocated and the charges to be levied over a period longer than one working timetable period.

### FRAMEWORK AGREEMENT FOR LOCAL PUBLIC TRANSPORT SERVICES

A legally binding general agreement, under public or private law, setting out the rights and obligations of both the applicant and the infrastructure manager, in relation to the infrastructure capacity to be allocated for transport services commissioned by local authorities and the charges to be levied with respect thereto, over a period longer than one working timetable period.

### ANSFISA - Agenzia Nazionale Per La Sicurezza Delle Ferrovie e delle Infrastrutture Stradali ed Autostradali (National Rail and Road and Motorway Infrastructure Safety Agency)

National body entrusted with responsibility as safety authority for the Italian railway system under Chapter IV of Directive 2004/49/EC.

### ALLOCATION BODY

Third party entrusted with the performance of the essential functions referred to in Article 3, paragraph 1, letter b-septies of Legislative Decree No 112 of 15/07/2015.

### DEPOSIT (AREA DI DEPOSITO)

A dedicated area for temporarily stationing rolling stock when not used.

### HARMONISATION (ARMONIZZAZIONE)

A process for handling train path requests aimed at ensuring the consistency of the requests received.

#### CAPACITY ALLOCATION (ASSEGNAZIONE DI CAPACITÀ)

The process by which requests are handled and the capacity allocation of a certain railway infrastructure defined by the IM.

#### LICENSING AUTHORITY (AUTORITÀ PREPOSTA AL RILASCIO DELLE LICENZE)

The body charged with the issue of railway licenses. In Italy the national body responsible for issuing licenses to train operators based in the country is the Ministry of Infrastructures and Transport.

#### BUEI

Business Unit Esercizio Infrastruttura (Infrastructure Operation Business Unit) of FSE (IM)

#### BUTF

Business Unit Trasporto Ferroviario (Rail Transport Business Unit) of FSE (RU)

#### ACCESS CHARGE (CANONE DI UTILIZZO - PEDAGGIO)

The consideration payable by the RU for the utilisation of each single path and related services.

#### INFRASTRUCTURE CAPACITY (CAPACITÀ DI INFRASTRUTTURA)

The potential for accommodating the requested train paths on certain elements of an infrastructure over a certain period of time.

#### FRAMEWORK CAPACITY (CAPACITÀ QUADRO)

The infrastructure capacity assigned in connection with a framework agreement.

#### FSE SERVICE CHARTER

The document adopted by the infrastructure manager and setting out its commitments to customers, in relation to quality factors, indicators and standards.

#### SINGLE SAFETY CERTIFICATE (CERTIFICATO DI SICUREZZA UNICO)

Document certifying that the railway undertaking has developed its own safety management system and is therefore able to comply with the relevant provisions of Community legislation and national safety rules in order to control risks and provide network transport services safely.

#### NORMAL TRAIN FORMATION (COMPOSIZIONE NORMALE DEI TRENI)

Train composition that guarantees performance at least equal to the typical composition of the scheduled train path, as specified in the infrastructure Access Contract.

#### (INFRASTRUCTURE) ACCESS CONTRACT (CONTRATTO DI UTILIZZO DELL'INFRASTRUTTURA FERROVIARIA)

Hereinafter also the Contract, a contract entered into with a single RU setting out the terms and conditions for access to and use of the train paths. An Access Contract may be concluded for a term shorter than or equal to the working timetable period.

#### SIDING CONNECTION AGREEMENT (CONTRATTO DI RACCORDO)

An agreement entered into by the infrastructure manager and the owner or operator of the connected facility for the purpose of managing the train services between the rail infrastructure and the connected facility and verifying the safety conditions thereof.

#### COORDINATION (COORDINAMENTO)

The process through which the infrastructure manager and applicants will attempt to resolve situations in which there are conflicting requests for infrastructure capacity.

#### RE-ROUTING (DEVIAZIONE)

Changing of the train's route from the allocated path.

#### CANCELLATION OF A PATH (DISDETTA)

Formal notice by a RU to the effect that it no longer intends to utilise a previously requested and allocated path.

#### TERM OF INFRASTRUCTURE ACCESS CONTRACT (DURATA DEL CONTRATTO DI UTILIZZO DELL'INFRASTRUTTURA)

The period between the date of utilisation of the first path and the utilisation of the last path and of any related services.

#### PERFORMANCE (EFFETTUAZIONE)

A measure relating to actual usage of the train paths requested by the RU or allocated by the IM.

#### ESSENTIAL FUNCTIONS

Pursuant to point (b-septies) of Article 3 paragraph 1 of said Legislative Decree No 112/2015, they consist of the adoption of decisions concerning:

- the allocation of train paths, including the definition and assessment of their availability;
- the levying of charges for the use of the infrastructure, (calculation and levying of these charges), in accordance with the criteria established by the regulatory body.

By virtue of the current reference legal and regulatory framework, the FSE IM BUEI, in agreement with the Awarding Entity, has entrusted the essential functions to the National Infrastructure Manager RFI.

#### OPERATIONAL MANAGEMENT (GESTIONE OPERATIVA)

The activities pertaining exclusively to the accredited contacts of the RU and IM, at local level, and specified in the Access Contract, limited by 4 calendar days until the delivery of the service.

#### INFRASTRUCTURE MANAGER (IM) (GESTORE DELL'INFRASTRUTTURA - GI)

Any body or firm responsible in particular for establishing, managing and maintaining a railway infrastructure, including transport services management, control-command and signalling. The infrastructure manager's tasks for a network or a part thereof may be assigned to different entities with the constraints defined in existing EU regulations and in Legislative Decree No.112/15 as amended by Legislative Decree 139/2018.

#### YARD or FACILITY (IMPIANTO)

A functional structure for train arrivals / departures, and in some cases, technical-commercial and parking and/or marshalling and marshalling operations, also called a "facility".

#### SERVICE FACILITY (IMPIANTO DI SERVIZIO)

A facility, including the land, buildings and equipment, especially equipped and arranged – either entirely or partially – to allow the delivery of one or more of the services set out in article 13, paragraphs 2, 9 and 11, of Legislative Decree 112/15.

#### SIDING-CONNECTED YARD (IMPIANTO RACCORDATO)

Any yard owned by a party other than the IM, where industrial or logistical operations are carried out, including ports and industrial parks, connected to and accessible from the Rail Network by means of a siding.

#### RAILWAY UNDERTAKING (RU) (IMPRESA FERROVIARIA - IF)

Any duly licensed public or private undertaking the principal business of which is to provide services for the transport of goods and/or passengers by rail and which ensures traction; this also includes undertakings which provide traction only.

#### COMPANIES OPERATING IN RAILWAY PASSENGER TRANSPORT SERVICES (IMPRESE OPERANTI NEI SERVIZI DI TRASPORTO PASSEGGERI FERROVIARI)

Railway companies that operate passenger services, or companies that offer rail transport services using, for traction, railway companies, or companies that provide passengers for rail transport, on the basis of commercial agreements with railway companies, information services and ticketing.

#### RAILWAY INFRASTRUCTURE (INFRASTRUTTURA FERROVIARIA)

The infrastructure in Annex 1 to Legislative Decree 112/15 as amended and supplemented.

#### LIMITED CAPACITY INFRASTRUCTURE (INFRASTRUTTURA A CAPACITÀ LIMITATA)

The sections of the railway infrastructure that feature a level of utilisation approaching congestion.

#### DEDICATED INFRASTRUCTURE (INFRASTRUTTURA SPECIALIZZATA)

An infrastructure designated by the IM, after prior consultation with the interested parties, for the priority allocation of certain types of transport services.

#### CONGESTED INFRASTRUCTURE (INFRASTRUTTURA SATURATA)

Element of infrastructure for which the demand for capacity cannot be fully satisfied during certain periods, even after coordination of all the requests for capacity.

#### LICENSE (LICENZA)

An authorisation, valid across the European Union, issued by a licensing authority in a Member State to an undertaking, by which its capacity to provide rail transport services as a railway undertaking is recognised; that license may be limited to the provision of specific types of services.

#### RAILWAY LINE (LINEA FERROVIARIA)

The rail infrastructure connecting two locations.

#### HEAVY MAINTENANCE (MANUTENZIONE PESANTE)

Activities that are not regularly carried out as a daily maintenance operation and which require for the rolling stock to be removed from service.

#### DANGEROUS GOODS (MERCİ PERICOLOSE)

The materials or substances that can represent a hazard for human beings, animals and the environment. The transport of dangerous goods by rail is subject to the RID - Regulations governing the international carriage of dangerous goods by rail, which also includes a classification of dangerous goods.

#### PATH CHANGES (MODIFICA TRACCE)

Any time changes to the original path, the route remaining unaltered.

#### LINE MODULE (MODULO DELLA LINEA)

The maximum length of a passenger train, junctions and rights of way in the tracks of the service locations.

#### APPLICABLE OPERATING REGULATIONS (NORMATIVA D'ESERCIZIO VIGENTE)

The set of applicable regulations, provisions, instructions absolutely regulating train services over the IM's network.

#### FACILITY OPERATOR (OPERATORE D'IMPIANTO)

A public or private entity responsible for managing one or more service facilities or providing one or more services to the railway undertakings referred to in article 13, paragraphs 2, 9 and 11 of Legislative Decree 112/15.

#### INTERVAL-SERVICE TIMETABLE (ORARIO CADENZATO)

The succession of trains with identical characteristics running at constant intervals of up to two hours.

#### SERVICE HOURS (ORARIO DI SERVIZIO)

The data defining all the planned train and rolling-stock shunting which will take place on the IM's infrastructure during the period for which it is in force.

#### REGULATORY BODY (ORGANISMO DI REGOLAZIONE)

The Transport Regulation Authority established in accordance with article 37 of Decree Law no. 201 of 6 December 2011, amended and converted into Law no. 214 of 22 December 2011, as amended by article 36 of Decree Law no. 1 of 24 January 2011, amended and converted into Law no. 27 of 24 March 2012, which is also the national regulatory body within the meaning of article 55 of Directive 2012/34/EU of the European Parliament and of the Council.

#### PAIT

The Infrastructural and Technological Adaptation Plan is the document of the FSE IM BUEI that contains the planning of the interventions to be carried out on the FSE network to upgrade and adapt the infrastructure.

#### ALTERNATIVE PATH (PERCORSO ALTERNATIVO)

A different path between the same origin and the same destination, it being understood that between the two paths there is a relationship of interchangeability for the purposes of the management, by the railway undertaking, of the freight or passenger transport service in question.

#### CONTROL PERIOD (PERIODO DI CONTROLLO)

The period of time established for comparing the framework capacity and the remaining unused capacity, for the purpose of informing any potential applicants for framework agreements.

#### CAPACITY ENHANCEMENT PLAN (PIANO DI POTENZIAMENTO DELLA CAPACITÀ)

A measure or series of measures, with a calendar for their implementation, which are proposed to alleviate the capacity constraints leading to the declaration of a Section of infrastructure as "congested infrastructure".

#### REASONABLE PROFIT (PROFITTO RAGIONEVOLE)

A rate of return on one's investment, taking into account the revenue and other risks, or lack of such risks, undertaken by the service facility operator and which is consistent with the mean rate applied in the relevant sector in recent years.

#### MARSHALLING PROGRAMME (PROGRAMMA DI MANOVRA)

A document compiled by the operator of marshalling (or shunting) services, approved by the IM in connection with each timetable and updated in the event of any significant changes to the train paths within the yard concerned, programming the train marshalling operations required at the yard.

#### STATION PROGRAMME (PROGRAMMA DI STAZIONE)

A document defined by the IM and showing how the station tracks are occupied.

#### DAILY SCHEDULE (PROGRAMMA GIORNALIERO)

The set of paths purchased by the RU for each day of the period for which the contract is in force.

#### TIME RECORDING POINTS (PUNTI ORARIO)

The points in a network where the passing train times are recorded.

#### TRAIN TIMETABLES (QUADRI ORARIO)

Posters prepared by the IM and put up in all the stations/stops of the rail infrastructure showing the arrival/departure times of trains at/from the station/stop concerned and the platforms at which the trains will provide passenger services.

#### SIDING-CONNECTED UNDERTAKING (RACCORDATO)

Any undertaking that is a party to a siding agreement.

#### SIDING-CONNECTED YARD (RACCORDO)

A track running from the switches connecting to the rail infrastructure and the siding-connected yard.

#### NETWORK (RETE)

The entire railway infrastructure managed by an infrastructure manager.

#### AUTHORISED CONTACT (REFERENTE ACCREDITATO)

A person appointed by the IM and the RUs responsible for carrying out certain activities specified in this document.

#### APPLICANT (RICHIEDENTE)

A licensed Railway Undertaking or an international grouping of railway undertakings, each one holding a license, and other individuals or corporations, such as the regions or autonomous provinces and, generally speaking, the competent authorities referred to in Regulation (EC) No. 1370/2007 of the European Parliament and of the Council, as well as the loaders, shipping companies and operators of combined transport concerns, with a public service or commercial interest in acquiring infrastructure capacity, for the purpose of providing transport services by rail.

#### APPLICABLE WORKING TIMETABLE REQUEST (RICHIESTA IN CORSO D'ORARIO)

A train path request made within the applicable working timetable period, regardless of the use thereof also during the next timetable.

#### SHORT-NOTICE REQUEST (RICHIESTA IN GESTIONE OPERATIVA)

A train path request within the applicable working timetable period and exclusively in respect of the type of service already included in the Access Contract, to be submitted to the accredited contacts of the IM specified in the contract.

#### NEXT TIMETABLE REQUEST (RICHIESTA PER ORARIO)

A train path request relating to the working timetable period subsequent to the working timetable, regardless of the date from which the paths will be used.

#### INTERMEDIATE ADJUSTMENT REQUEST (RICHIESTA PER UN ADEGUAMENTO INTERMEDIO)

A train path request relating to the intermediate alteration of the applicable timetable.

#### LONG-TERM REQUEST (RICHIESTA PLURIENNALE)

A general request for capacity relating to a period of time extending beyond the duration of a railway timetable period, for the purpose of defining a Framework Agreement.

#### REJECTION (RIGETTO)

A measure by the IM attesting the impossibility to satisfy any requests for new paths or the alteration of those for which an agreement has been concluded.

#### SERVICES (SERVIZI)

Services provided by the IM to the RUs and classified according to article 13 of Legislative Decree 112/15, as amended and supplemented.

#### REGIONAL SERVICES (SERVIZI REGIONALI)

The transport services designed to meet the transport needs of one or more regions.

## INTERNATIONAL PASSENGER TRANSPORT SERVICE (SERVIZIO DI TRASPORTO INTERNAZIONALE DI PASSEGGERI)

The passenger transport service crossing the border of at least one Member State, and the principal purpose of which is to carry passengers between stations located in different Member States; the train may be united to another train and/or broken up and the single sections may have different origins and destinations, as long as the carriages cross at least one border.

## DANGEROUS GOODS TERMINAL (SCALO MERCI TERMINALE PER MERCI PERICOLOSE)

Freight terminals for dangerous goods

## SGS

FSE Integrated Safety Management System

## PERFORMANCE REGIME (SISTEMA DI CONTROLLO DELLE PRESTAZIONI)

The performance monitoring system (pursuant to Article 21 of Legislative Decree 112/15 as amended and supplemented) based on end of service delays by all trains running on the national infrastructure.

## CANCELLATION (SOPPRESSIONE)

A measure for totally or partially limiting the utilisation of a path (space/time limitation).

## DWELL (STAZIONAMENTO)

The stop time of a convoy on the tracks, wherever located.

## ARRIVAL/DEPARTURE DISPLAY BOARDS (TABELLONI ARRIVI E PARTENZE)

Display boards or monitors providing information, updated in real time, on the arrival/departure of trains, the receiving platforms and the train formation as well.

## TYPE OF SERVICE (TIPO DI SERVIZIO)

Identified in respect of the different market needs/segments:

- local and regional passenger services (including inter-regional trains);
- medium to long-distance passenger services;
- goods transport services.

## ENTITLEMENT DOCUMENT (TITOLO AUTORIZZATORIO)

Title issued by the Minister of Infrastructure and Transport, at the request of licensed Railway Undertakings, allowing the performance of services on national territory under reciprocal conditions if concerning Railway Undertakings based outside the European Union or their subsidiaries pursuant to Article 7 of Law no. 287 of 10 October 1990, in accordance with the provisions of Article 3 paragraph 1 letter r) of Legislative Decree 112/2015 as amended by Legislative Decree No. 139 of 23/11/2018.

## TRAIN PATH or PATH (TRACCIA ORARIA o TRACCIA)

The fraction of the infrastructure capacity needed to run a train between two places over a given time-period.

## BASIC SECTION (TRATTA ELEMENTARE)

A portion of infrastructure in between two contiguous time recording points.

## EXCEPTIONAL TRANSPORTS (TRENO SPECIALE)

Trains that require a special authorisation by the IM for exceptional transports.

## CONTRACT VALUE (VALORE DEL CONTRATTO)

The cost relating to access charge, traction power supply and all other services set out in the infrastructure Access Contract.

## SECTION 2 - ACCESS CONDITIONS

### 2.1 INTRODUCTION

This Section describes the modes of access to and use of the railway infrastructure and the management of the contract, based on the applicable domestic regulations and the contractual terms and conditions defined by the IM concerning the FSE network.

The TRA guarantees fair and non-discriminatory conditions of access to the railway infrastructure, according to methods that foster competition, production efficiency of management and reduced costs for users, businesses and consumers; therefore the TRA may request information from the IM, the applicants and any other interested party.

### 2.2 GENERAL ACCESS REQUIREMENTS

#### 2.2.1 Conditions for requesting access

Requests for access may be made: in terms of train paths and services, for the purpose of the signing of the Access Contract, by the Applicants belonging to one of the categories referred to in article 3, letter cc) of Legislative Decree 112/15 as amended by Legislative Decree 139/2018, consisting of:

- licensed railway undertakings,
- individuals and corporations with a business or public service interest in acquiring infrastructure capacity to deliver rail services.

#### 2.2.2. Requests for train paths and rail-related services, for the purpose of entering into the Access Contract

The RU is required to submit the request for train paths and services in accordance with the technical characteristics of the infrastructure, as indicated in Section 3 below, and its annexes, for a volume of operations that is consistent with the means authorised to circulate and the personnel qualified for the service.

1. If the Applicant is a RU, when applying for train paths for the next timetable period, within the start date provided for the capacity allocation process, it must:

- a) hold a licence issued by the competent Authorities and suited to the delivery of the service it intends to carry out; if the licence is suspended at the date of submission of the path application or during the allocation process, the RU must present the licence within the deadlines set out below;
- b) hold, or prove that it has requested, the entitlement document, if this document is required under the applicable legislation;
- c) hold, or prove that it has requested, the single safety certificate for the lines applied for. In the event that the extension of the single safety certificate is required, the RU is obliged to produce it within the deadlines set out in para. 2.3.1.1.

Any RU that, at the time of submitting its train path applications for the timetable subsequent to the current one, does not already hold the single safety certificate relating to the requested train paths, must produce said certificate by the deadline for submitting its comments on the timetable plan sent in August, in accordance with the schedule set out in para. 4.3.2. If the safety certificate is not submitted within the above-mentioned deadline, the requested capacity will revert to the IM.

In the event of train path requests filed after the start date of the allocation process or during the applicable working timetable period, the RU must - under penalty of inadmissibility of the application - already hold the documents referred to in paragraph 1, letters a) and b) above, and the safety certificate for the train paths in question.

In the case of train path requests, either for the timetable period after the current one or for the current timetable period, in respect of lines/facilities which will be activated during the timetable period after the current one, the RU shall be required to produce the safety certificate within 5 working days from the start of the service. To ensure compliance with the specified timeframes, the IM shall provide to the RUs, even in a provisional format, all the necessary documents for obtaining the safety certificate at least four months prior to the start of the service. This paragraph, and the preceding paragraph as well, also applies if the RU has already entered into the Access Contract.

2. If the Applicant is a natural person or legal entity other than a RU - pursuant to para. 2.2.1- at the time of the capacity request, it must prove to the IM that it belongs to one of the categories referred to in Article 3, letter cc) of Legislative Decree 112/15, as subsequently amended and supplemented.

The Applicant may appoint the RU providing the service on the infrastructure on its behalf on the IM's network, subject to the conclusion of the infrastructure Access Contract, up until 30 days prior to the date of delivery of the

transport service(s). When making the designation the RU must possess the documents referred to in paragraph 1, letters a) and b) above, as well as the safety certificate for the lines referred to in the request, subject to the provisions – in respect of the safety certificate – regarding lines/facilities scheduled for future activation, as specified in paragraph 1 above.

### 2.2.3 License

The competent authority for issuing licenses to railway undertakings based in Italy is the Ministry of Infrastructures and Transport (see article 3(s) of Legislative Decree 112/15).

#### **Contacts:**

MIT - Ministero delle Infrastrutture e dei Trasporti

Direzione Generale del Trasporto Ferroviario

Via Caraci, 36 – ROMA 00157

Website: [www.mit.gov.it](http://www.mit.gov.it)

e-mail: [dt.dgtfe@mit.gov.it](mailto:dt.dgtfe@mit.gov.it)

### 2.2.4 Single Safety Certificate

The Single Safety Certificate is issued:

- by the European Railway Agency (ERA) in all cases of RUs operating railway services in more than one EU Member State;
- by ANSFISA - - Agenzia Nazionale per la Sicurezza delle Ferrovie e delle Infrastrutture Stradali ed Autostradali - or by ERA (the decision is chosen by the RUs) in the cases of RU that perform rail services only in Italy and up to the border stations.

All questions and related information, the steps of the relevant procedures and the respective results regarding the issue or updating of the Single Safety Certificate are conveyed through the one-stop shop (One stop shop - OSS) which can be accessed via the internet address: <https://oss.era.europa.eu>

### 2.2.5 Obligation to submit performance bonds and insurance

The Railway Undertakings' obligations regarding the submission of a performance bond and insurance policy, are regulated by paras. 2.3.1.2 e 2.3.1.3., respectively.

## 2.3 GENERAL BUSINESS/COMMERCIAL CONDITIONS: DETAILED REGULATIONS AND OTHER RULES ESTABLISHED BY THE IM

Note that the FSE IM BUEI has currently chosen not to sign FAs with capacity applicants.

### 2.3.1. Access Contracts

Railway undertakings holding a suitable Licence and Safety Certificate for passenger services are required to enter into specific access contracts for the type of transport.

The quality indicators and standards set out in the Safety Certificate in place with the Apulia Region are also taken as a reference for the other train paths and services outside the Safety Certificate, with relevant monitoring and verification.

#### 2.3.1.1. Documents, Formalities and Timescale for the conclusion of access contracts between the IM and the RU

On obtaining the availability of the train paths and services, according to the process stipulated in Section 4 hereunder, the Railway Undertaking shall produce the documents as follows, in order to formalise the Access Contract of the infrastructure, which is the formal document for the allocation of train paths and services:

- a certified true copy of the Licence suitable for the services it intends to provide (or declaration of the unchanged validity and characteristics of the licence), signed by the legal representative;
- a security certificate;
- a certified true copy of the entitlement document, if required under the applicable regulations;
- a statement replacing the certificate of registration with the Chamber of Commerce, according to the layout indicated by the IM. This statement shall also contain a reference to the power of attorney, or similar instruments, connected with the conclusion and signing of the contracts;

- a declaration of cover issued by the insurance Company, consistently with the format indicated by the IM in an annex to this NS or a copy of the insurance policy (the copy must be accompanied by a certificate of conformity to the original document), consistently with paragraph 2.3.1.3 herein;
- a list of contacts – including their address, structure, name and telephone number – appointed to provide and receive communications relating to: new requests for paths and services, postponement of train departures, requests for additional stops, changes to train formation (as compared to those relating to the allocated paths), non-usage of allocated paths, notification of path variations or cancellations by the IM, train accidents, strikes, clearance of blockages, information systems, verification of the delivered services, reporting of delivered services and billings, deployment of backup/rescue vehicles.

These documents must be received by the IM within the timescales as follow, in respect of the start date of the service:

- a) at least 45 calendar days, in the case of agreements relating to the next timetable period (except in the case of a RU appointed by an applicant that is other than a RU, in which case the documents must be received within 20 calendar days);
- b) at least 15 calendar days, in the case of agreements entered into during a working timetable period.

In case of missing documentation, it shall be presented no later than the mandatory time limit of 15 calendar days prior to the entry into force of the working timetable.

The IM, having received the above mentioned documentation, shall send the contract proposal to the RU, including all the technical and economic annexes, notifying the date and time for returning the proposal signed by way of full acknowledgement, strictly within 5 calendar days from the start of the service.

### **2.3.1.2 Performance Bond**

The credit rating threshold values requested from the RUs are given in the FSE website, in accordance with the Implementing Regulation (EU) No. 2015/10.

If the RU has no rating, or if the credit rating of the RU (as provided by a specialised agency) is below the threshold values set out in the FSE website, it must provide a performance bond (issued by a bank or an insurance company) in order to partially guarantee the payment of the consideration and other sums due under the rail Access Contract, as well as damage claims, in connection with any default arising out of the Contract.

The amount of the performance bond is equal to the value of the charges and services estimated for one month of the operating schedule, as set out in the relevant contract.

RUs are exempted from providing the performance bond if they do not have a rating or if their rating is below the thresholds published on the FSE website, and if they have concluded an Access Contract for at least two working timetables immediately preceding the reference timetable, provided that all invoices have been paid in full. However, if the amount of the performance bond, determined as mentioned above, is equal to or below 1.000 euros, then it shall not be required.

RUs performing local public services under a service contract with the Apulia Region are exempt from providing the bond.

If a RU is required to provide a performance bond, it may alternatively decide to pay to the IM an amount equal to the charges and services estimated for one/two months of the operating schedule, depending on which of the two above mentioned cases applies.

#### **2.3.1.2.1 Performance bonds: procedure and content**

The performance bond, or alternatively, the payment of the monthly charge(s), in relation to the operating schedule, shall be provided 30 working days after the conclusion of the contract.

If, during the term of the bond, the bank/insurer issuing it is downgraded the RU shall, within 60 days from the IM's request, replace the issuing bank/insurer with another bank/insurer conforming to the IM's requirements.

The performance bond shall provide for an expiry date of no less than 180 (one hundred and eighty) calendar days from the termination of the contract. The form and content of the bond shall comply with the IM's requirements, and the applicable regulations, and shall be:

- enforceable “on demand”;
- provide that the payment be made no later than 30 days after receipt of the demand in writing;
- provide for the waiver of the right of discussion of the promisor, regardless of article 1944 of the Civil Code;

- provide the explicit waiver of the bank/insurer to take exemption to the lapse of the terms referred to in article 1957 of the Civil Code.

In the event the IM (partially or wholly) enforces the bond, the RU undertakes to restore it to the original amount and submit the relative documentation to the IM, within 30 (thirty) calendar days from the enforcement.

No later than 180 (one hundred and eighty) calendar days after the expiry of the Access Contract, the IM shall return the original bond to the RU, provided that there are no unresolved disputes or claims and outstanding debts or indemnities due to the IM at the termination of the Contract.

### 2.3.1.3 Insurance covers

As regards insurance covers, in connection with the execution of the Access Contract, the IM warrants and represents that it has taken out the insurance policies as follows, and undertakes to maintain them, or any other equivalent policies, for the entire term of the Contract:

- **Third party liability**, covering all the operations carried out by the IM and any related damage sustained by the RU, its customers and third parties: limit of liability of 100 million euros per event per year;
- **Vector Liability**, to be activated only if service is performed, even on limited sections, on work carried out by External Contractors: limit of liability in excess of €10 million per claim per year.

The RU undertakes to take out the insurance policies as follows, at its own expense, with the characteristics specified, and to maintain them for the entire term of the Access Contract:

- **Third party liability**, covering any damage sustained by the IM, the other RUs and their customers and third parties: limit of liability, for each RU, of not less than €100 million per claim and per year.

Allowed sublimits:

- indirect damage € 10 m;
- damage to third parties caused by fire € 2 m;
- accidental pollution € 2.5 m. In the case of RUs whose safety certificate entitles them to carry dangerous or explosive goods and/or chemical substances, the sublimit shall not be less than € 7.5 m.

The requirements (ratings) of the insurers are published on the FSE website.

Said policy shall cover any risk related to all the types of transport set out in the safety certificate held by the RU, and for all the activities carried out by the RU on the National Rail Infrastructure and in the IM's facilities.

This policy shall:

1. contain the undertaking, by the Insurer, to notify to the IM, by registered mail with proof of receipt, any circumstances vitiating the validity of the policies themselves, in particular, the failure to pay the premium and/or to renew the policy on expiry;
2. if the RU has already taken out one or more insurance policies for a limit of liability consistent with the minimum requirements provided for in this article, instead of the full insurance policy a rider/statement by the Company declaring that:
  - cover is also operative for the activities under this contract;
  - we are aware of this article;
  - the policy conditions fully comply with the clauses set out in the NS.

The above-mentioned declaration shall also feature an annex containing the list of exclusions and sublimits provided for in the policy; these documents shall be counter-signed by the Railway Undertaking.

3. be written in the Italian language; any policies or other documents issued in any other language shall be entirely translated by the Insurer itself or carry a note of consistency/acceptance by the issuing Insurer, if it has been translated by others. In the event of challenges/disputes the Italian version shall prevail;

4. make reference also to the international agreements (e.g. CIV, RIV, AIM, EC Regulation no.782/2021) and to the access conditions to the service provided, as stipulated in Section 2 hereof; the contracting party shall be obliged to update the Insurer on any amendments to the international rules/agreements; the failure to notify this information by the contracting party, or the notification of inaccurate information, shall not entail the forfeiture of the claimant's right to indemnification;

5. if at least 60% of the general limit of liability is paid out during the term of the policy, this shall be topped up within 5 days of the Company's request;

6. provide for the express waiver, by the Insurer, of the right of subrogation under Article 1916 of the Civil Code, in respect of the persons for which the parties (RFI and any RUs involved in an accident) are responsible under the law, excepting the case of fraud and wilful deceit;

7. provide that the Insurer undertakes, also before liability is investigated and ascertained, to implement claims payment procedures, under the policies, simply on presentation of a claim by the damaged parties (also if the claim is made directly against the insured), without prejudice to the fact that the insurance contract is not an autonomous performance bond arrangement. This clause shall not concern any actions for recovery brought against the liable party.

The provisions in points (1) to (5) also apply to the Third-party Liability policy taken out by the IM. For third-party liability insurance cover purposes, the RU may:

- take out and produce a single insurance policy for the entire required limit of liability (100 million euros), or, alternatively;
- spread the amount required for the limit of liability (100 million) over a number of “layers”, with the possibility of proportionally splitting among the policies the amount provided for the allowed sublimits. The RU may also provide one or more collective policies subscribed together with other RUs.

#### **2.3.1.4 Obligations of a RU on termination of the agreement**

On termination of the Access Contract, on its expiry or for any early termination reason, the RU shall be obliged to carry out the IM’s instructions relating to the clearance and removal of its rolling stock and vehicles and any other related operation.

In the event the RU fails to comply with the IM’s instructions, the latter shall be authorised to take any measure deemed necessary for clearance and removing the RU’s rolling stock and vehicles and shall charge the costs thus incurred to the RU. The IM shall be entitled to enforce the performance bond, in accordance with paragraph 2.3.1.2, to recover its expenses.

#### **2.3.1.5 Limitations to services in the case of default**

In the case of the failure to pay any amounts equal to at least 10% of the applicable Access Contract value, except in the case the debt is secured by the performance bonds referred to in para. 2.3.1.2 above or by a debt rescheduling plan secured by a guarantee, the IM shall send a formal request to pay within a deadline of no more than 10 calendar days. If the undertaking is still defaulting after the expiry of this deadline, the IM shall not establish and release any paths requested by the defaulting RU. In the event of default of at least 20% of the contract value, the provisions set out in paragraph 2.3.1.6 (b).

In order to determine the above mentioned amount invoices still outstanding at their natural due date shall be taken into account, in relation to the contract in force and/or any contracts entered into in connection with the previous year’s working timetable.

#### **2.3.1.6 Termination of Contract**

Without prejudice to the general provisions of the Italian Civil Code on the termination of contracts, the Contract shall be deemed to be terminated – in pursuance of and according to Article 1456 of the Italian Civil Code – in the following cases:

- a) violation of the antimafia legislation;
- b) the failure to pay an amount of at least 20% of the value of the Contract in force, except in the case the debt is secured by the performance bonds referred to in para. 2.3.1.2 above or by a debt rescheduling plan secured by a guarantee; in order to determine the above mentioned amount invoices still outstanding at their natural due date shall be taken into account, in relation to the contract in force and/or any contracts entered into in connection with the previous year’s working timetable;
- c) the failure to provide or to restore/adjust the “Performance Bond” referred to in paragraph 2.3.1.2;
- d) the refusal or failure to submit insurance policies, the refusal to adapt the limits of liability to the minimum amounts indicated or the ascertained failure to provide the mandatory cover envisaged for the “Insurance” referred to in paragraph 2.3.1.3;
- e) the serious violation of any of the duties incumbent on the RU, under paragraphs 2.3.2.3;
- f) the violation of the infrastructure clearance obligations, as determined in accordance with paragraph 2.4.4.3;
- g) the violation of the prohibition to assign the Access Contract or transfer the capacity in any other form;

- h) the withdrawal of the licence or Safety Certificate and, when required by the applicable legislation, the withdrawal of the entitlement document;
- i) the making of amendments to the licence or Safety Certificate (and, when required, to the entitlement document), which would prevent the delivery of the services under the Access Contract. If the amendment of the licence or safety certificate (and, when required, of the entitlement document) has the effect of enabling the RU to utilise only some of the allocated paths, the termination shall concern only the part of the Contract actually affected by the measure;
- j) any other termination circumstance envisaged under the Access Contract.

In the abovementioned circumstances, the termination of the Contract shall take place by right, after a notice has been sent by the IM, by registered letter with proof of receipt and/or also by using the company CEM: [segreteria@pec.fseonline.it](mailto:segreteria@pec.fseonline.it).

With specific reference to the termination referred to in letter b) above, the IM shall send the RU concerned a formal notice of non-payment of the amounts due, and in the same letter shall notify: a) an injunction for the RU to comply with its payment obligations within 30 days; b) the reservation of the right to terminate the contract, under the express termination clause, if the RU fails to comply within the deadline set out in paragraph a) above.

In all the circumstances involving termination of the Access Contract due to the RU, whether it be pursuant to Article 1456 of the Italian Civil Code or under other provisions of this NS or other applicable legislation, the RU shall be obliged to pay to the IM, as compensation for its failure to perform its obligations, a sum equal to the amount of the monthly charges for utilisation of the railway infrastructure, which the RU would have had to pay to the IM until the expiry of the relevant agreement. Therefore, the IM will enforce the performance bond, taken out in accordance with para. 2.3.1.2 above, without prejudice to the right of indemnity for any further damage.

### **2.3.1.7 Suspension of the Access Contract**

In the event the licence is suspended, the validity of the Access Contract shall also be automatically suspended with the consequent suspension of the RU's obligation to pay the charges agreed to.

However, if the suspension of the licence is ascribable to the RU, it shall be required to pay the amount specified in paragraph 4.6.3 in the case of cancellation notified up to 5 days, for each non-used path during the period of suspension.

Moreover, if the suspension of the licence is followed by the amendment or withdrawal thereof, the Access Contract shall be deemed to be terminated on the date of amendment or withdrawal and the provisions stipulated in the preceding paragraph shall apply relating to the termination of contract through the fault of the RU.

### **2.3.1.8 Payment**

The IM will issue the monthly advance invoices, corresponding to 85% of the monthly contract value, by the 30th of the reference month.

The IM will issue quarterly adjustment invoices with the following deadlines:

- First quarter by day 30 of May;
- 2nd quarter by day 30 of September;
- Quarter III by day 30 of October;
- 4th quarter by day 30 of February of the year after the reference year.

The RU shall pay the invoices by the end of the second month following the month in which the invoices were issued.

In the event of any delay in the payments, default interest shall be paid by the RU to the IM, in pursuance of Article 5 of Legislative Decree 231/2002, as amended.

Services other than those related to the Minimum Access Package will be invoiced on an adjustment basis.

## **2.3.2 Obligations of the im and the rus during the term of the contract**

### **2.3.2.1 Common Obligations**

In order to ensure the proper execution of the Access Contract, the parties undertake to cooperate by exchanging any information and taking any necessary or useful measures to ensure regularity of services.

The official language to be used for communications or exchanging information is Italian. In this respect, the RU guarantees that its staff has sufficient knowledge of this language to ensure full compliance with the written and/or oral safety instructions and for exchanging information, under both normal or disrupted operating conditions.

The parties undertake to maintain the confidentiality, vis-à-vis any third parties, of the data, information, documents and studies with which they have become acquainted, in connection with the execution of the Access Contract, without prejudice to the cases expressly provided for under the applicable legislation.

Each party shall consider all the documents, plans and other commercial or technical data received from the other, or which has come to their knowledge in connection with the execution of the agreement, as strictly confidential, and undertakes to utilise them solely for the purposes agreed to.

The information related to each agreement shall be divulged solely to the contracting RU; the RUs shall then take on the responsibility of making any disclosures to third parties.

### **Transmission of complaints rejected for competence reasons**

As provided for in the service charter, FSE undertakes to guarantee the widest possible protection for users in the event of complaints about services offered and to provide for forms of reimbursement or compensation following any disservices and irregularities encountered in the performance of services.

Complaints, reports and suggestions can be submitted in Italian or English to FSE in the following ways:

- Online

On the fseonline.it website, from the Complaints button on the home page. The complaint should be accompanied by the identification references of the user and any representative, in this case with the attached proxy and identity document, identification references of the journey made or scheduled and a copy of the transport contract (booking code and/or ticket); description of the service inconsistency detected.

- Regular post

Another way to submit a complaint is by registered letter sent to Ferrovie del Sud Est e Servizi Automobilistici S.r.l., Via Giovanni Amendola 106/D - 70126 BARI.

To facilitate the handling of a complaint sent via this channel, it is possible to use the complaint form, which can be downloaded from the “Complaints” section of the fseonline.it website.

The deadline for submitting a complaint is 12 months after the event that is the subject of the complaint. An appropriate response will be provided within 30 days of receipt of the complaint, after which a complaint may be submitted to the Transport Regulatory Authority, via the computerised complaints system (SiTe), accessible from the website [www.autorita-trasporti.it](http://www.autorita-trasporti.it), or via the appropriate form at this address: Via Nizza 230 - 10126 Turin or by email to: [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it).

In compliance with point b) of measure 5.2. of TRA Resolution 28/2021, if the complaint is rejected because it is not within FSE competence, the Commercial and Customer Care structure will intervene, advising the user to forward the complaint to the competent entity, which will in turn provide the relevant feedback according to the methods and timing defined in the specific measures of Resolution TRA 28/2021.

### **2.3.2.2 IM obligations**

The IM undertakes to:

- make the railway infrastructure available to the International Groupings of Railway Undertakings and RUs, under the terms and conditions provided for in the applicable provisions and in this document. The IM shall provide the services, within the limits set out in Chapter 5, in accordance with the principles of non-discrimination, transparency and fairness, with the aim of ensuring efficient network operation and achieving the best utilisation of the relevant capacity;
- ensure that the railway infrastructure made available to the RUs shall, under normal operating conditions, be accessible, functional and qualitatively appropriate, in its entirety, both at the stations and on the tracks, for the orderly, safe and punctual operation of the train services.

In the event of the deterioration of the railway infrastructure, the IM shall immediately implement the necessary service measures for apportioning the residual capacity jointly with the undertakings concerned. The IM must also ensure the maintenance, including cleaning, of the public areas of the passenger stations;

- make available to the RU the technical and safety regulations and keep it informed of any amendments and/or additions thereto, with at least 30 calendar days’ notice before they enter into force;

- inform the general public and passengers, in a consistent and uniform manner, about the trains and timetables of all the RUs, using the communication and visual methods (logos and written notices) with regard to both the trains and the service timetables of the different RUs. The same objective shall be achieved by means of passenger announcements in stations, signs and notices and station monitors;
- comply with the provisions and instructions issued by the ANSFISA (National Railway Safety Agency) and TRA;
- implement a Safety Management system, in accordance with the applicable regulations;
- develop a meaningful indicator of its punctuality performance to be calculated monthly and per market segment according to the criterion:
  - IM punctuality, which is the ratio between the number of trains arriving at their destination (whether inside or outside the threshold) excluding those arriving at their destination outside the threshold for reasons attributable to the Infrastructure Manager, and the total number of trains in circulation (with  $N_{gi}$  indicating the number of trains arriving at their destination outside the threshold for IM reasons and  $N_c$  the number of trains in circulation; IM punctuality is equal to  $(N_c - N_{gi}) / N_c * 100$ ).

Publish, in a special annex on the website in the section relating to the NS of the reference year, by 31 March of each year, the target level of this indicator envisaged for the timetable starting in the following month of December, as well as the target level recorded for the last completed operating timetable;

- develop a meaningful indicator of the punctuality performance of RUs to be calculated on a monthly basis and per market segment with reference to the current Safety Certificate in force, according to the criterion:
  - RU punctuality, which is the ratio between the number of RU trains arriving at their destination (whether inside or outside the threshold) excluding those arriving at their destination outside the threshold for reasons attributable to the Railway Undertaking, and the total number of RU trains operated (indicating with  $N_{if}$  the number of trains arriving at their destination outside the threshold for RU reasons and with  $N_{cif}$  the number of RU trains operated; RU punctuality is equal to  $(N_{cif} - N_{if}) / N_{cif} * 100$ ).

Publish, in a special annex on the website in the section relating to the NS of the reference year, by 31 March of each year, the target level envisaged for the timetable starting in the month following December, as well as the target level recorded for the last completed operating timetable;

- the monitoring system applied allows for the valuation of punctuality indicator  $\%OS_{(0,5)}$  as defined by Measure 7 of Annex A to TRA Resolution No. 16/2018 and the provision of an indication of cancelled and partially cancelled trains;
- access to the information of interest contained therein shall be granted to the awarding bodies that possess the Safety Certificate;
- respect the minimum conditions of regularity and punctuality of PSO services in accordance with the requirements of the Safety Certificate with the Apulia Region, in which adequate regularity and punctuality indexes are envisaged.

Circulation data and indicators for regularity and punctuality are collected through the systems in use on the National Railway Infrastructure (PIC - Integrated Circulation Platform) for which the “Multi-Manager” mode in use by the FSE IM has been developed.

The functionalities provided for in the systems make it possible to follow the real-time progress of train circulation on each line of the entire network, to attribute the causes of delays, which are useful for the determination of the bonuses/penalties envisaged in the Performance Regime, and facilitate the reporting that allows internal evaluations to be carried out and the regularity and punctuality indexes provided in the Service Contract to be reported to the EA.

Capacity Applicants, within the scope of the Minimum Access Package, and the EA and for the obligations under the Service Contract, are granted access to data for the monitoring of transport services on the network. The user request can be sent by accessing the web page [The Company > Infrastructure Manager > Network Access > Contacts](#) - To access the FSE network on the website [www.fseonline.it](http://www.fseonline.it).

### 2.3.2.3 RU obligations

When using the railway infrastructure, the RU shall:

- abide by and comply with the provisions and requirements laid down by the ANSFISA, TRA and IM;
- utilise only type-approved and registered towing and towed rolling stock for its operations;

- utilise the said rolling stock consistently with the instructions provided by the manufacturer and with any restrictions/requirements laid down during the technical qualification process, with the utilise profile thereof and in accordance with the provisions and procedures issued by the RU itself and notified to the Agenzia Nazionale per la Sicurezza Ferroviaria e delle Infrastrutture Stradale e Autostradali (ANSFISA), in connection with the registration process;
- carry out the service on the railway infrastructure in compliance with the regulatory framework in force, including ANSFISA note 9956 of 23-09-2016 and the Safety Certificate issued by the National Railway Safety Agency ANSFISA;
- assure that the personnel responsible for driving, accompanying, supervising and composing the trains, possesses the physical and professional requirements envisaged under the applicable regulations and aimed at ensuring the knowledge of and full compliance with the operating and safety regulations applied by the IM, both in ordinary and exceptional operating conditions;
- assume full and sole responsibility for the rolling stock used, with respect to customers and the Institutions, and for the assessment of train-track compatibility, as referred to in Article 23 of EU Directive 2016/797, for circulation on the railway infrastructure;
- implement a Safety Management System, in accordance with the applicable regulations;
- not alter the characteristics of the licence and the safety certificate, on the basis of which it has been qualified to perform the operations under the Access Contract, during the term thereof;
- promptly notify the IM and suspend its services, even of its own accord if the circumstances so require, in the event of any measures requiring the suspension, withdrawal or amendment of the licence or entitlement document;
- inform the IM without delay of any events and circumstances affecting the situation as ascertained when the single safety certificate was issued, and suspend the transport activity, if applicable, also on its own initiative;
- abide by and comply with the instructions imparted by the IM at the time of the train departure and during the journey;
- in the event of any rail service abnormality involving the stopping of rolling stock and the need to transfer passengers to the line or station, inform the IM of the presence and number of persons with reduced mobility, specifying the type of assistance deemed necessary;
- provide the useful information for the proper and punctual request of the agreement during the delivery of its services;
- utilise the path(s) as stipulated in the daily schedule of services, in accordance with the path planning specifications, such as:
  - type of locomotive;
  - type of hauled rolling stock, indicating the speed, vehicle rank and braking system;
  - hauled mass;
  - axle mass;
  - braked mass percentage;
  - length of train;
  - full functionality of the redundant systems on board the trains.
- allow, at no charge to the IM, access to the driver's cabin of its rolling stock to IM staff responsible for carrying out scheduled and extraordinary checks on infrastructure maintenance status;
- make available to the IM, if strictly necessary and on the latter's substantiated request, the data recorded by the ETZ (Electronic Tachograph Zones of the train event recorders) and JRU (Juridical Recorder Unit) devices;
- carry out, in agreement with the IM, the necessary joint emergency actions referred to in para. 2.4.4.1.

If, on the RU's request, a stop is planned for a train whose length exceeds the maximum length of the station platform, the RU shall undertake the necessary measures – on its own initiative, at its own expense and under its own responsibility – to ensure the safety conditions of the train, the passengers and the infrastructure, restricting the boarding/alighting of passengers solely to the carriages standing alongside the platform. In any case, the train formation shall conform to the yard's technical characteristics. The IM shall not be liable for the custody and, therefore, shall not be responsible for any damage/loss to, failure, theft or misappropriation of the rolling stock, or other equipment owned by the RU, or goods carried by the RU, while parked/stationed at the IM's yards.

#### **2.3.2.4 Information to be provided by the RUs before and during the transport services**

The RU is obliged to communicate to the IM all the information relating to the paths concerned by the schedule of services, in accordance with the applicable regulations, as follows:

- changes to the train operation and service delivery schedules;
- deterioration of the rolling stock, including congestion conditions entailing speed reductions or excessive stop times in connection with passenger service stops;
- the composition of passenger trains and the relative orientation of the stock;
- commercial information to be passed on to customers;
- information on the offer of replacement services by bus or re-routing to another train.

The reporting of the above-mentioned information has to be done by means of the IT systems of the RUs.

#### **2.3.2.5 Information to be provided by the IM before and during the transport services, in respect of capacity reductions**

1. Within 24 months prior to the entry into force of the timetable the IM shall initially publish on its website the schedule of the maintenance/upgrading works that could entail a reduction of capacity during the timetable period (indicating the relevant period), in respect of the following cases:

- a) unavailability of capacity for more than 7 consecutive days, with re-routings/cancellations of at least 30% of the scheduled services in the section concerned by the works;
- b) unavailability for more than 7 consecutive days of a track on the network of greatest commercial interest.

The IM shall send the programme relating to the unavailability mentioned above at least 24 months prior to the entry into force of the timetable to all the Applicants and the neighbouring IMs, if directly affected. In the case of unavailability lasting more than 30 consecutive days and involving the re-routing/cancellation of more than 50% of the scheduled offer, the IM shall provide an alternative unavailability schedule on request during the consultation.

The IM shall take into account the observations received during the publication stage, providing for any adhoc meetings.

In the case of the capacity restrictions referred to in paragraph 2, the IM shall, before the entry into force of the timetable, send to all Applicants and any neighbouring IMs involved, the updated unavailability schedule for a second consultation phase and shall subsequently publish the revised schedule on its website, after liaison with the neighbouring infrastructure managers and the comments heard in the second consultation with the Applicants.

It is understood that the planned capacity restriction schedules shall be defined and shared by the IM and the AB, in accordance with the provisions of Annex VII of Directive 2012/34/EU, as amended by EU Delegated Decision 2017/2075.

2. Within 12 months prior to the entry into force of the timetable the IM shall publish, on its website:

- a) the final programmes (timeline, type of reduction of capacity) referred to in point 1 above, also based on the coordination with the neighbouring infrastructure managers and the observations received during the second consultation with the Applicants;
- b) the capacity unavailability programmes for 7 days or more, with re-routings/cancellations of at least 50% of the scheduled services on the infrastructure section concerned by the works;
- c) updates the capacity requirements for maintenance valid for the entire duration of the timetable, with the relative periodicity. The choice of the period, night or day, is made by the IM based on the traffic trend over time (daily/seasonal), with the aim of maximising the capacity of the routes concerned while also taking into consideration the possibility of use of alternative routes.

The IM shall send the programme relating to the above capacity reductions within 12 months after the entry into force of the timetable to all the Applicants and the neighbouring IM that may be involved. The IM shall take into account the observations received during the publication stage, providing for any ad-hoc meetings with the RU and the Stakeholders, especially in relation to the new unavailable sections referred to in 2 b).

The consolidated unavailable line sections shall be taken into account during the timetabling process, albeit consistently with the level of consolidation of the activities.

**3.** Within 12 months from the entry into force of the timetable, the IM provides, through its website, the consolidated scenario and the model of operation of the most relevant infrastructural works referred to in points 2a) and 2b) above, in order to allow Applicants to formulate requests for capacity appropriate to the infrastructural scenario.

Capacity requests received after publication on its website portal by the deadline set in para. 4.3.2 of the NS will be treated as part of the harmonisation process for the following timetable project.

**4.** Within 6 months prior to the entry into force of the timetable the IM shall publish, on its website:

- a) announcement of the dates and methods of capacity restrictions relating to the published unavailability programmes using the methods set out in points 1 and 2 above;
- b) publishes the unavailability programs, which provide for the re-routing/cancellation of the planned offer in the infrastructural line affected by the works in a percentage measure higher than 10% and lower than the thresholds referred to in the previous points, providing ad hoc meetings for the consultation of the RUs involved.

The IM shall publish any other lower-impact restriction of capacity, below the above mentioned thresholds, that is known and consolidated with a reasonable degree of certainty at the time of the publishing of the ePIR portal.

**5.** The reductions of capacity shall be specified on its website, indicating the section and period of execution of the works, with an estimate of the effects on capacity (possibility of route limitations, diversions, timetable changes, non-release of the paths, etc.), including the volume of traffic cancellations/detours, in accordance with the Delegated Decision 2017/2075, the final details of which shall be known at the delivery of the timetable. Any alternative routes will be specified to enable the RU to proceed consistently during the path request period. Failure to indicate the estimate or the final value of the volume of traffic cancelled/diverted implies the lack of validity of the communication of the relative unavailability.

In addition, the infrastructure manager, as stated in point 14 of Delegated Decision 2017/2075, may decide not to apply the timeframes set out in the preceding points if:

- a) the capacity restriction is necessary to restore the safety of railway operations;
- b) the terms of the restrictions are outside the control of the infrastructure manager;
- c) the application of such periods would be cost-ineffective or unnecessarily detrimental to the condition or existence of the assets;
- d) there is a consensus among all the applicants concerned.

In such cases and in the case of any other restriction on capacity not subject to consultation in accordance with other provisions of this Annex, the infrastructure manager shall promptly consult applicants and the main operators of the service facilities concerned.

**6.** The percentage service detours/cancellations is calculated taking into account the applicable supply model and the increased services already known for the period of unavailability, with reference to the day with the highest number of services scheduled within the period of the temporary capacity reduction (if the suspension concerns workdays and holidays, the choice must fall on the workday with the highest number of scheduled services; if the suspension concerns holidays, the holiday day with the highest number of scheduled services must be chosen).

**7.** The works of the type referred to in point 4 above, which it has not been possible to publish at least six months prior to the start of the working timetable, shall be notified to the Applicants with at least 180 days notice prior to the start date of the works.

**8.** Regarding the works of the type referred to in point 4, letter b) above and not included in the operating timetable, regarding which the publishing timelines have been complied with, and regarding the minor works not subject to any publishing obligations, the IM shall comply with the timeframes detailed in the following points for the preparation of the necessary capacity reduction measures.

9. The operating schedule for unavailability (paths concerned by the works, start and end date of the works, any service limitations arising in connection with the works, foreseeable major timetable services, any path cancellations and available alternative paths) must be notified to the RUs concerned:

- a) at least 60 days for passenger services;
- b) at least 15 days for service trains.

The RU, within 5 calendar days from receiving the information addressed to all the accredited contact persons indicated by the RUs referred to in this point 9 a) and b), may formulate observations and/or amendment proposals, in respect of the later preparation of the timetable measures (VCO). If no answer is provided within the indicated deadline, GI will carry out the measure.

10. The scheduling measures (VCO) shall be delivered by the IM:

- a) at least 30 days prior to the first transport service, in the case of the trains referred to in point 9a) above;
- b) at least 10 days prior to the first transport service, in the case of the trains referred to in point 9b) above.

11. Within 7 days from receiving the new paths, the RU may request changes to be made if the released path deviates from what was agreed upon in the notification as provided for in point 9, for the elements arising during the preparation of the timetable measures.

12. The IM - in the event of large-scale urgent works for security purposes - may make the infrastructure temporarily unavailable while notifying, where possible, the RU with at least 7 days' notice.

13. When the need to perform works is due to unexpected or force majeure events, requiring the taking of immediate actions that cannot be postponed, and as a result of which it is necessary to change the paths set out in the relevant agreements, the IM shall provide information to the RU on the matters set out in point 9 above, with as much advance notice as possible in respect of the commencement date of the works.

14. The IM shall notify the RUs of any deterioration of the rail infrastructure such as to entail a reduction of the capacity of the lines or facilities or such as to generally cause the trains to reduce their speed.

15. In the event of anomalous situations, the IM shall provide information relating to the conditions of the infrastructure and the situation of the train services, at both the departure of the trains from the facility/station, and during the journey, and, at the request of the RU and - where permitted by the instruments of the IM - the position of the trains themselves.

It is understood that the planned capacity restriction schedules shall be defined and shared by the IM and the AB, in accordance with the provisions of Annex VII of Directive 2012/34/EU, as amended by EU Delegated Decision 2017 /2075.

### **2.3.2.6 Economic Consequences of non-compliance with disclosure obligations/IM responsibilities**

The IM will be required to pay a penalty of 30% of the charge for the entire scheduled path, or a part thereof, depending on whether the cancellation is full or partial, in the following cases:

- a) in the event the IM fails to comply with any of the obligations under points 2 to 8 of para. 2.3.2.5 above if the engineering works entail the cancellation of any paths;
- b) in all other cases in which the responsibility of the IM is determined, with respect to the (total or partial) cancellation of one or more contract paths.

If, in cases a) and b), the total or partial cancellation of the paths is made between 4 days and the departure time of the train, the penalty incurred by the IM shall be 60% of the charge for the entire scheduled path, or a part thereof.

If any trains are rerouted on an alternative path or the scheduled route is changed, for reasons for which the RU is not responsible, the path reporting process, after the alteration of the route, is calculated based on the value of the access charge for the original route, provided that the latter is less costly than the route effectively used. In any

case, the RU may refuse any alterations to the original schedule and alternatively request the total or partial cancellation of the path(s) concerned, without this entailing the financial consequences referred to in paragraph 4.6.3.

In the event of the extraordinary maintenance works (including any works for compliance with the applicable safety standards, in connection with the resumption of railway services) following landslides and/or other natural disasters, this shall be notified to the RUs without the IM incurring penalties or any other charges.

In the event of the performance of works made necessary through the responsibility of the RU, subject to the obligation by the IM to provide the information detailed in point 9 of para. 2.3.2.5 above, the economic effects thereof shall be charged to the RU causing them.

### **2.3.2.7 Information and cooperation with the IM**

The RU is obliged to exchange information with the IM and, if necessary, provide the utmost cooperation and assistance in the implementation of the necessary measures for controlling the risks related to its operations (Legislative Decree 50/2019). Such measures shall be motivated and promptly notified to the ANSFISA.

In request of article 4 of Commission Regulation (EU) No 1078/2012 of 16 November 2012 on a common safety method for monitoring to be applied by railway undertakings, infrastructure managers after receiving a safety certificate or safety authorisation and by entities in charge of maintenance, for the purpose of allowing the other rail operators to adopt the necessary corrective actions within their own SMS, in connection with a risk to the rail operations not adequately mitigated according to the previously established objectives, the RU and IM undertake to:

- identify, within their respective SMSs, the suitable mitigation measures capable of ensuring the continued achievement of the railway network's safety performance;
- notify to the other railway operators involved and concerned, as clearly and exhaustively as possible, the requisite information, including:
  - a description of the hazards entailed by any non-mitigated risks;
  - the cause thereof and related effects;
  - the residual value of the risk assessed as unacceptable;
  - the acceptance criteria applied to the assessment;
  - the mitigation measures put into place.

The interlocutor for the IM in the performance of the above-mentioned activities is the Legal Representative or its SGS Manager. The interlocutor for the RU is its Legal Representative/CEO, or its Safety Manager, qualified by the ANSFISA and communicated to the IM, which takes care of updating their addresses, in connection with the issuing of the operating provisions and requirements when interfacing with the Railway Undertakings.

### **2.3.2.8 Strike**

In the event of the proclamation of a strike by the RU's employees, or by the employees of the providers of other services necessary to ensure the transport services, the RU shall promptly inform the IM about the said proclamation, duration, changes to and/or revocation of the strike; it shall then notify to the IM the schedule of the services it can deliver. The said information and notifications shall be provided in accordance with the applicable regulations, consistently with the timelines provided for therein, and in accordance with any specific rules of interpretation/operational resolutions issued by the competent Body for supervising industrial actions with regard to essential public services. Regarding information to the public, the RU shall:

- notify its contact persons for customer assistance purposes;
- ensure, in agreement with the IM, the implementation of specific information tools (passenger announcements at stations, websites and radio announcements, press releases, etc.).

The display at the relevant facilities of specific information posters produced by the RU, in agreement with the IM, shall be guaranteed by the FSE according to the necessary timeframes for ensuring proper customer information.

In the event of strike by the IM employees, or by the employees of the providers of other services necessary to ensure the transport services, the IM shall notify the RUs as to the possible length of the action and its consequences on the availability of the lines. The said information and notifications should be provided in accordance with the applicable regulations, consistently with the timelines provided for therein, and in accordance with any specific rules of interpretation/operational resolutions issued by the competent Body for supervising industrial actions with regard to essential public services.

In the case of strike by the IM/RUs' employees any changes made by the parties to the daily schedule of services – and to the related services – shall not entail the request of penalties or of any other charges.

The measures adopted by the IM for the making of user announcements comply with the provisions of EU Regulation 782/2021 and those of TRA Authority Resolution No. 106/2018.

## **2.4 OPERATIONAL RULES**

### **2.4.1 Procedures for coordinating transport services**

The IM shall be responsible for operating the infrastructure by managing and monitoring transport services on the basis of the allocated train paths, of any available extraordinary paths, or of the modifications thereof.

The RU shall have full responsibility for the organisation of the transport services, which can also be carried out by coordinating the utilisation of the rolling stock and human resources.

For the purpose of coordinating the train services, the IM shall utilise its own decision-making centres, where the persons in charge of coordinating and regulating circulation and supervising maintenance and possible infrastructure restoration operate.

The staff responsible for coordinating and regulating rail services manage and monitor:

- transport services;
- the management of any exceptional service conditions and operational problems;
- track or line disruptions, due to engineering work carried out during the transport service;
- the reinstatement of the line potential, in relation to the obstruction of passing sidings by parked trains;
- the authorisation to alter the train characteristics, if they prove incompatible with the allocated train paths;
- authorisation to operate trains at short notice, with the allocation of the related train paths.

The RUs shall mandatorily liaise with the IM to ensure the following, throughout the period of operation of its trains:

- stock shifts, including the marshalling operations preliminary to the stabling/placement of the train;
- train staffing;
- requests to alter the transport service characteristics, if incompatible with the allocated train paths;
- requests for preparing and operating trains at very short notice;
- the request to alter the schedule of services at the facility.

Liaison with the IM's coordination staff can also be assured by means of total delegation to other RUs.

The IM shall ensure that transport services are operated in conditions of safety and in respect of the timetables agreed to with the RU.

The IM shall monitor train progress and any exceptional service conditions that may arise and make its findings available to the RUs.

### **2.4.2 Operational rules**

The purpose of regulating train services is to minimise the effects of any interferences and deviations on the trains, with the ultimate aim of minimising overall delays. Consistently with the Manager's mission, and in accordance with the primary objective specified above, in the event of any interferences on train services, or the deviation of one or more trains from its allocated path, the following management principles are provided to resolve the interferences and prevent the delays from propagating across the entire network.

### Commuter time slot 6.00-9.00, 12.30-15.30 and 17.00-20.00

Management principles	Type of service
1	Regional “commuter” trains
2	Regional “non-commuter” trains
3	Passenger trains market-based
4	Freight trains (1)
5	Technical services

### Daily schedule Start of service - 6.00, 9.00-12.30, 15.30-17.00 and 20.00 - End of service

Management principles	Type of service
1	Exceptional transports (treno speciale)
2	Passenger trains market-based
3	Regional trains
4	Freight trains (1)
5	Technical services

\* Scheduled service trains, functional to commercial services (with a turnback time of less than 30’), have the same importance as the corresponding trains.

(1) The Security Authorisation of the FSE IM BUEI provides for the transport of passengers only.

The stated management principles define the guidelines for managing train services in ordinary and slightly disrupted conditions (without any severe disruptions). In the case of a severe disruption, leading to a reduction in the available capacity, the main objective is to minimise the disruption to services and redistribute the maximum remaining capacity to the RU.

In the event of interferences with trains subject to the same management principles, the following rules apply in the same order of priority:

1. minimising delays overall, also in relation to their possible consequences on the major cities;
2. assigning priority to the train best placed to make up any delays, with regard to the scheduled path, restoring the scheduled succession, if necessary.

In the event of interferences between trains subject to different management principles, the following rules apply in the same order of priority:

1. minimising delays for trains subject to management priorities;
2. restoring the scheduled succession, also in relation to the possible consequences on the major cities;
3. assigning priority to the train best placed to make up any delays, with regard to the scheduled path.

Trains running in advance of schedule must not cause any delays to other services, regardless of the category.

For the purposes of these rules, trains are considered punctual if they arrive at their destination with a delay equal to or less than:

- 5 minutes, in the case of Passenger trains.

The punctuality with which the IM measures its performance is calculated by market segment and month using the following formula:

$$\text{IM punctuality} = (\text{NC} - \text{N}_{\text{gi}}) / \text{NC}$$

where:

NC = number of trains operated

$\text{N}_{\text{gi}}$  = number of trains arriving at destination with a delay more than 5 minutes for delays attributable to the IM

The punctuality with which the IM measures the RU's performance is calculated by market segment and month using the following formula:

$$\text{IM punctuality} = (\text{NCif} - \text{Nif}) / \text{NCif} * 100.$$

where:

NCif = number of trains operated by the RU

Nif = number of trains arriving at destination with a delay more than 5 minutes for delays attributable to the RU

The RU is obliged to utilise the time path according to the schedule set out in the Access Contract and consistently with the technical specifications of the path, as specified in paragraph 2.3.2.3.

The RU, before operating a train, shall notify the IM of any changes regarding its technical specifications, especially those capable of impairing speed performance.

If the IM issues internal memos, guidelines, specifications or other documents illustrating management rules, it must notify the Railway Undertakings, the Authority and, if they also concern services subject to PSOs, the relevant awarding Entities prior to the entry into force thereof.

#### **Stations of relevance for determining punctuality**

The FSE network lines and stations have been defined pursuant to Measure 7 of Annex A of Resolution No. 16/2018 of the Transport Regulatory Authority.

Annex 4 to the procedure "Attribution of causes of delay, punctuality determination and system performance" lists the relevant stations, identified according to the criteria of Resolution No. 16/2018.

The detection of punctuality at the stations defined as relevant in Annex 4 of the Performance Regime procedure is carried out with the technological systems for detection and attribution of causes of delay.

#### **Commuter trains**

"Commuter" trains are incoming trains in the 6.00 to 9.00 time slot and outgoing trains in the 12.30 to 15.30 time slot, serving the major cities and the corresponding trains as identified by the IM, also with the involvement of the entities that have concluded the relevant service contracts, among the trains featuring large numbers of passengers. These trains are qualified at each timetable period change, or if a large number of services are rescheduled, among the regional and PSO services.

#### **Freight trains**

P.M.

The FSE IM BUEI Security Authorisation provides for the transport of passengers only.

#### **2.4.3 Management of disrupted services**

In the event of any disruptions, or circumstances which may reduce the capacity of the infrastructure, affecting the regularity of the service, whatever the cause, the IM shall enforce the applicable technical and operating regulations, in a fair, transparent and non-discriminatory manner, taking the necessary and/or advisable measures to re-establish normal operating conditions and service regularity in the shortest possible time.

The IM shall implement the necessary measures to minimise train delays, in connection with the handling of any operating disputes, consistently with the above mentioned objectives.

The consequent measures concerning the alteration, total or partial cancellation, or re-routing of train paths, shall be proposed verbally by the IM contact to the RU contact, who shall then communicate his acceptance thereof, or formulate alternative proposals, within 30 minutes or within no more than 60 minutes in particularly complex cases, implementing the agreed variation proposals regarding the operating schedule in the service management information systems.

In the event of failure to agree, the IM contact may order the cancellation of the train paths affected by the disruption.

In relation to the causes of the disruptions, both the IM and RU must supply each other with any information and factors in their possession that are necessary or useful to prevent, minimise or overcome the disruptions, and must

take consequent information initiatives towards their customers, in accordance with Regulation (EC) 782/2021 and the Authority's Resolution No. 106/2018.

In the event that the disruption forecast extends beyond four calendar days, the IM shall, in agreement with the RU, implement the schedules of the applicable working timetable changes to be made to the allocated paths. In this respect, RU will take on the relevant information obligations towards the parties concerned.

In the event of failure to agree, the IM may in any case proceed with the cancellation of the paths affected by the disruption.

In the event of any disruptions caused by issues on the railway infrastructure, the IM shall inform the RU of the paths affected by the event, the recovery forecast and any repercussions on the contracted daily schedule.

In the case of exceptional weather conditions, as a result of heavy snowfall, whirlwinds, fire, river flooding (or other natural disasters, including volcanic eruptions and earthquakes), the IM shall promptly lay down the service rules that the RUs must then comply with. In particular, measures such as re-routing and/or speed restrictions may be envisaged, with simultaneous notification of the RUs involved.

### **Operational rules regarding the utilisation of residual capacity in the case of disrupted services**

In the event of disruptions determining the loss of a scheduled path on the lines concerned, regardless of their cause, the IM shall implement the necessary traffic measures aimed at limiting the propagation of the effects induced.

#### **2.4.4 Rail infrastructure clearance**

##### **2.4.4.1 Rail infrastructure clearance using emergency locomotives and/or back-up vehicles**

1. In cases when a train can no longer operate on the rail infrastructure and it becomes necessary to remove the rolling stock from the infrastructure, the IM shall take on a key role in the management and coordination of the relevant activities and resources, in order to minimise disruption to the services involved and resume normal operations as soon as possible. To this end, the IM shall decide and take the most suitable measures for rail infrastructure clearance, based on the nature of the incident and the availability of back-up/emergency vehicles.

2. To ensure the effective rail infrastructure clearance, each RU shall have at its disposal, for the entire period of operation of its trains, the back-up vehicles as follows:

- a) RUs providing freight and/or passenger transport services must possess diesel or electric back-up locomotives, with suitable performance characteristics, deployed at the yards defined by the IM at the time of the path allocation process, based on operating schedules.

The above obligations, relating to the availability of back-up locomotives/vehicles, may also be complied with by making available any rolling stock at the locations defined in connection with the path allocation process, and used to operate ordinary services.

The obligation to make available back-up locomotives/vehicles may also be complied with through partnering arrangements with other RUs, with a view to optimising costs and ensuring improved efficiency of infrastructure clearance procedures.

3. If the RU declares, when applying for capacity allocation, that it intends to use passenger trains with a push-pull configuration, the IM and RU must agree to specific contingency plans, which must be prepared before train services start, also providing for supplementary back-up/infrastructure clearance procedures at critical points.

To prepare the contingency plans, the RU must notify:

- a) the maximum performance of the locomotives used in connection with its emergency system, specifying the push/pull adequacy of the entire train;
- b) in the event of deterioration of any of the trains in push-pull configuration, if the performance of the other (train) is such as to ensure the pushing/pulling of the entire train.

The RU must also notify the existence, along the route, of points where the slope of the line, based on the Line Files, is such as to determine the insufficiency of the locomotives of the emergency system or the single train, as referred to in a) and b) above, for the traction of the train in push-pull configuration. The said declarations must be related to the entire route of the push-pull train, with regard to both the scheduled and alternative lines (including any interconnections).

4. If the RU declares, when applying for capacity allocation, that it intends to at least uses diesel traction with push-pull train configuration, and then confirms this fact during the negotiation stage, it can be exempted from the above statement relating to back-up locomotives.

5. Before entering into the Access Contract and, in any case, within the deadlines set out in paragraph 2.3.1.1, the RU shall deliver to the IM a document setting out:

- the exact location of the diesel or electric back-up locomotives/vehicles, based on the criteria defined herein;
- the type of locomotive (including the identification and technical/performance data) and related equipment, the type of rolling stock that can be assisted, with proof of any arrangements with other RUs for the joint availability of the vehicles and with the RU responsible for the locomotive;
- the trainsets that can be coupled to those of another RU, providing the necessary authorisations and/or technical conditions, if any or in the process of authorisation;
- the contact persons with which the IM must interface, in the event infrastructure rail infrastructure clearance operations are required;
- the necessary timelines for making available for sending on the line, based on a formal request by the IM (including the assembly of the coupling interface, depending on the type of rolling stock in need of assistance).

The above information, subject to verification and any further provisions by the IM, shall be set out in an attachment to the Access Contract.

6. The IM may carry out periodical inspections to verify the effective deployment, by the RU, of the vehicles/equipment referred to in point 4 above, as contractually undertaken.

7. For infrastructure clearance purposes, the IM may request the intervention of the specific vehicles/equipment at the disposal of the RU responsible for an obstruction of the infrastructure, in accordance with this paragraph. If necessary, the IM may also request the intervention of any other rolling stock operated by the RU responsible for the obstruction, or by other RUs if deemed by the IM more suited to the purpose or more effective.

8. The RU(s) not involved in the obstruction of the infrastructure shall nevertheless be obliged to provide the vehicles at its disposal, on the request of the IM, if the RU responsible for the obstruction fails to comply with the clearance order issued by the IM, or when otherwise requested by the IM for the purpose of a more effective and timely resumption of operations, to minimise any disruption to passengers.

9. In the case referred to in point 7 above, the expenses incurred in connection with the rail infrastructure clearance operations shall be charged to the RU responsible for the incident. Moreover, the IM shall directly remunerate the assistance requested by the IM from the non-responsible RU(s), based on a written request by the latter, and shall then recover the amounts paid from the RU responsible for the incident. The IM shall also directly remunerate the RU(s) assisting in the removal of an obstruction, in the event the IM itself is responsible for the obstruction.

10. The remuneration fees for the services provided are shown in Section 6 herein.

11. In the event an RU not responsible for the disruption of the infrastructure unreasonably refuses to provide clearance assistance, it shall be obliged to pay to the IM the cost of the rail infrastructure clearance operations, plus a 100% penalty, except as provided in paragraph 2.4.4.2 below.

12. The RUs and IMs shall agree to and then carry out - according to suitable and appropriate frequencies and procedures - joint assistance drills, in respect of emergency situations involving trains that stop due to problems along the line or on critical tracks at stations, employing back-up locomotives and/or equipment and based on specifically envisaged scenarios; during each drill, all the procedures are carried out for managing the said abnormal conditions and situations, especially as concerns towing the rolling stock in need of assistance, coupling by the emergency locomotive, debraking of the train in need of assistance and shunting of the overall set of trains and rolling stock.

#### **2.4.4.2 Rail infrastructure clearance using breakdown cars or other suitable vehicles**

In the event of a disruption of rail services requiring the use of equipped emergency vehicles or other suitable vehicles, the IM shall take the necessary actions to minimise the stopping time of each train involved in the event and enable the resumption of ordinary services in the shortest possible time.

The RU responsible for the event bears all the costs of the intervention.

#### **2.4.4.3 Procedures and time schedules for the rail infrastructure clearance operations providing for the utilisation of back-up locomotives/vehicles**

1. In the event a train breaks down at any point on the rail infrastructure and requires a request of back-up locomotives/vehicles, the driving crew shall immediately verbally request the IM's rail traffic monitoring personnel to send an emergency locomotive, using the on-board or track-side or any other communication system, confirming the train number and type of rolling stock, and providing all possible information on the nature of the problem resulting in the train breaking down and informing them if the overhead lines are concerned, if there is an efficient pantograph available and whether or not it is necessary to repair the pantograph. The said verbal request for an emergency locomotive, and the related information, may be provided by the operating control room of the undertaking that owns the train to the Operations Coordinator having jurisdiction over the location where the train has stopped. This preliminary information is needed to cut down on recovery operation time. The formalisation of the request for an emergency locomotive shall, instead, take place according to the procedures set out in the applicable regulations.

2. The accredited IM Traffic Monitoring Manager receiving a request for an emergency locomotive shall take immediate measures - acting promptly - and shall also determine, based on the train traffic situation, the most suitable procedure for implementing the emergency stock removal operations.

In order to remove the train that has broken down on the line, the Traffic Monitoring Manager shall request one of the following vehicles to immediately move to the station closest to the point along the line where the train has broken down:

- a) a back-up locomotive/vehicle of the RU, stationed at the envisaged locations, or other traction vehicle made available at the time by the RU;
- b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
- c) a following train operated by the RU, or another RU, running on the line, and which is compatible for coupling purposes and can be used to push the failed train to the nearest staffed station;
- d) a marshalling locomotive suitable for the operation.

In order to clear any trains that break down in a station and whose position disrupts the regular operation of scheduled train services in the said station, the Traffic Monitoring Manager shall request that one of the following vehicles be immediately directed to the station:

- a) a back-up locomotive/vehicle of the RU, stationed at the envisaged locations, or other traction vehicle made available at the time by the RU;
- b) a back-up locomotive/vehicle belonging to another RU, taking into account both its position, with respect to the point where the incident has occurred, and the operating time communicated by the RU contacted for assistance;
- c) a marshalling locomotive suitable for the operation.

3. The driving crew giving the emergency alert shall, within 15 minutes, request the back-up locomotive/vehicle or, if the train is capable of resuming operation, notify the IM's Service Monitoring Manager to this effect, also reporting any damage.

4. On notifying the rail infrastructure clearing request, the RU shall also report the need to transfer the passengers to another train, informing the IM's Traffic Monitoring Manager, whether or not the transfer is viable and the type of rolling stock (deployed or operating) that it intends to utilise for this purpose.

5. Once the RU has formally notified the availability of the passenger transfer train, the IM shall promptly assign maximum priority to its operation.

The following provisions shall also apply in the case of track rail infrastructure clearance operations with backup locomotives/vehicles:

### a) Request for assistance

The RU shall:

- send to the IM a “notice of assistance” when, in connection with the train breaking down on the line, the possibility arises that an emergency locomotive might be needed, with a view to activating the necessary prior assistance measures and operations. The IM shall in any case provide for the management of back-up trains in relation to the predominance of train flows. In any case, the notice for assistance shall be notified to the IM within 15 minutes from the moment in which the train effectively breaks down and comes to a stop;
- formally request the emergency locomotive within 15 minutes from the train coming to a complete stop, or confirm the “request for assistance” within 15’ of the notice for assistance, notifying to the IM:
  - the efficiency of the on-board subsystem (SSB);
  - the efficiency of the services provided on board the train;
  - the number of passengers on board the train and any emergency situations affecting them (the need for transferring them onto another train, the presence of any persons in critical medical conditions and, therefore, in need of medical assistance, the lack of any climatisation services, etc.).

The IM may activate the emergency assistance procedure by formally ordering the immobilisation of the train as soon as:

- 15’ have elapsed from the moment the train came to a stop and neither the notice for assistance, nor a formal request for emergency assistance were notified;
- 15’ have elapsed since the notice for assistance, without the formal confirmation of the emergency assistance request.

### b) Assistance procedures

If no transfer to another train is requested by the RU concerned, trains shall continue running on the line according to the predominant flows.

To further reduce the assistance time, following is a list of procedures aimed at moving the train requiring assistance to a yard where it can be suitably serviced, which procedures are listed by order of priority and, in any case, taking into account the actual train traffic on the line and the time required for the assistance operations:

- “pushing” or “pulling” the train in need of assistance using the first available – and technically compatible – train in commercial service, based on the indications provided by the RU to the IM;
- “pushing” or “pulling” the train in need of assistance by sending the first available – and technically compatible – back-up train, from the place where it is deployed, based on the indications provided by the RU to the IM;
- utilisation of diesel vehicles only in the following cases:
  1. no electric power line;
  2. the impossibility of coupling the train with other commercial trains in operation;
  3. unavailability, declared to the IM by the relevant RU, of the back-up stock at the planned location;
  4. presence of steep stretches of more than 15 per thousand.

Regarding points 2, 3 and 4, the use of a special electrical vehicle available in a neighbouring location may be considered.

### c) Passenger transfer procedures

If the RU requests a transfer of passengers onto another train, this shall take place by means of the routing of the trains concerned onto the conventional line. To enable the IM to implement fair, transparent and nondiscriminatory measures, while at the same time minimising disruptions on the Section of the line, the RU concerned - taking into account the actual train traffic and the time required for the assistance operations - shall effect the transfer as follows, which indications are given in order of priority:

- following train;
- back-up train.

#### **2.4.4.4 Procedures and time schedules for the rail infrastructure clearance operations providing for emergency cars or other suitable vehicles**

Without prejudice to the disruption and emergency request times referred to in paragraph 2.4.4.3 above, when a train breaks down on the rail infrastructure and the need arises to clear the infrastructure by calling in emergency vehicles, the train crew shall immediately notify the incident to the IM's traffic personnel, by using the telephone provided on board or along the line or of any other kind, indicating the train number and type of stock, as well as the nature of the breakdown and the state of efficiency of the services provided on board the train or any emergency situations involving the passengers on board the train.

The aim of this preliminary information is to minimise the assistance times and any inconvenience to the passengers.

The traffic personnel must then notify the clearance request to the IM's accredited Traffic Monitoring Manager, who establishes, based on the state of the traffic, the most suitable measures required for the rail infrastructure clearance.

In order to recover the train, the IM's Traffic Monitoring Manager must immediately request the utilisation of an emergency vehicle from the nearest station with the available vehicles to the point of the disruption; if the train breaks down in a station, therefore affecting the other train services, the IM's Traffic Monitoring Manager must request immediate assistance by an emergency vehicle at the station.

The IM shall provide for the vehicle to be deployed as soon as possible, assigning maximum priority, or delaying the assistance of the emergency vehicle taking into account the repercussions this may have on train traffic, due to the disruption itself and the recovery operations.

If the emergency vehicle closest to the point of disruption is already engaged, the IM shall request the assistance of another vehicle, in accordance with the supplementary action areas.

If the IM orders the rail infrastructure clearance, the RU owning the emergency vehicle shall guarantee its departure:

- within 20 minutes from the request, in workshop opening hours;
- within 60 minutes from the request, outside workshop opening hours.

#### **2.4.4.5 Consequences of the failure to observe and comply with the infrastructure clearance obligations by means of emergency locomotives or back-up vehicles**

The unavailability, declared to the IM, of emergency/back-up locomotives and vehicles, or the unjustified refusal by the RU to comply with the infrastructure clearance order received from the IM, shall be considered a breach of the Access Contract. If this behaviour occurs at least twice, it shall be considered a serious breach of contract, in which case the IM shall report the matter to the TRA and shall be free to terminate the Access Contract.

### **2.4.5 Inquiries concerning operating accidents/disruptions**

#### **Inquiries by the Investigation Board set up by the Ministry of Infrastructures and Transport**

In the event of serious accidents, the Investigation Board (IB) set up by the Ministry of Infrastructures and Transport shall carry out inquiries aimed at providing any recommendations for improving rail safety and accident prevention.

The IB may also launch inquiries in respect of incidents or disruptions which – in different circumstances – could have determined serious accidents.

The nature of the above investigations, and the competencies, obligations and responsibilities of the parties (ANSFISA, Infrastructure Managers, Railway Undertakings), with respect thereto, are laid down in Legislative Decree 50/2019, to which express reference should be made.

#### **Inquiries by the ANSFISA**

Without prejudice to the fact that the IB above is the only authority with jurisdiction, in respect of any accidents/disruptions, or specific chain thereof, the ANSFISA may, nevertheless, whenever it deems appropriate, conduct inquiries and investigations aimed at timeously collecting any useful elements for determining the causes

of an incident, so that it may implement, as soon as possible, the necessary regulatory and technical measures for preventing the incidents from repeating themselves.

The IM and RUs are required to cooperate, as far as is reasonably possible, with the ANSFISA personnel carrying out an inquiry, and must assure access to their yards, rolling stock, records, equipment and databases.

For further details on the subject, reference should be made to article 5.4.3 of Schedule A to Decree No. 4/2012 issued by the ANSFISA.

### **Reporting and inquiry obligations by the IM and RUs**

The IM and RUs, besides reporting to the ANSFISA any incidents/disruptions affecting or capable of affecting rail traffic and services (within the meaning of article 5.4 of Schedule A to Decree No. 4/2012 by the ANSFISA, to which reference should be made), are also required to investigate any incident or disruption affecting their employees, vehicles and equipment, yards or operations.

In the case an event concerns two or more operators, each one shall investigate the matter independently, albeit ensuring a certain liaison and exchange between the operators involved, with respect to any useful elements relating to the incident. The final inquiry reports shall be made available to the ANSFISA, and to the other operators involved, for consultation. Based on the respective analysis processes, each operator shall assess the possibility of re-opening an inquiry to better define any details. The ANSFISA may intervene, in this respect, for the purpose of requesting the operators to reach a uniform conclusion, as regards the outcome of the inquiries, for the re-opening thereof, if necessary.

For further details on the subject, reference should be made to article 5.4.2 of Schedule A to Decree No. 4/2012 issued by the ANSFISA.

While awaiting the overhaul of the regulations governing the conducting of inquiries by the ANSFISA, in respect of incidents/disruptions affecting or capable of affecting rail traffic and services, and the subsequent IM formalisation of the relevant implementation procedure, in accordance with paragraph 5.4.2 of Annex A to ANSFISA Decree no. 4/2012 - on the basis of Instruction BUELI.01 of 30/9/2020 - the FSE IM BUEI provides for the envisaged investigations, depending on the type of event that has occurred.

The IM's inquiry shall include the collection and examination of any information, an investigation into how events unfolded, the quantification of the ensuing damage and the formulation of conclusions, the determination of the causes and responsibilities.

The IM, based on the assessment of the results of the inquiry, then makes the inquiry documents available to the ANSFISA and forwards a copy to the RUs involved in the event.

The IM, acting on a specific request, forwards the inquiry reports, and information relating to any improvement measures, to the IB of the Ministry of Infrastructures and Transport.

If the ART initiates an investigation, in connection with any serious anomalies, the IM and RU shall make available all the related documents in their possession and send it on should it be requested.

## **2.5 EXCEPTIONAL TRANSPORTS**

P.M.

The FSE IM BUEI Security Authorisation provides for the transport of passengers only.

## **2.6 TRANSPORTS OF DANGEROUS GOODS**

P.M.

The FSE IM BUEI Security Authorisation provides for the transport of passengers only.

The IM has no suitable facilities for the transport of dangerous goods.

## **2.7 TRAIN-TRACK COMPATIBILITY FOR THE USE OF AUTHORISED VEHICLES**

Before a railway undertaking uses a vehicle in the area of use specified in its marketing authorisation (Article 23 Legislative Decree 57/2019 and ANSFISA note 0021866 of 23/05/2022) the undertaking shall verify that:

- a) the vehicle has been authorised to be placed on the market and is registered;
- b) the vehicle is compatible with the route, based on the infrastructure register, of the relevant TSIs or, where such a register does not exist or is incomplete, of any relevant information to be provided by the infrastructure manager free of charge within fifteen days, unless the infrastructure manager and the railway undertaking agree to a different deadline, which shall not exceed thirty days;

c) the vehicle is adequately integrated in the composition of the train in which it is intended to be operated, taking into account the safety management system referred to in the railway safety legislative decree and the STU concerning traffic operation and management.

## **2.8 STAFF ACCEPTANCE PROCESS**

The RUs must use personnel with safety duties (for driving, assistance and preparation of trains) included in the Safety Certificate lists held and entered in the databases by ANSFISA, or safety personnel specifically identified by the RU, whose names have been communicated to ANSFISA. The safety staff shall be required to hold and present suitable ID and qualifications to the authorised ANSFISA, according to the format provided for under the applicable legislation.

The RU staff shall be required to communicate with the IM in Italian.

## SECTION 3 - INFRASTRUCTURE

### 3.1 INTRODUCTION

This Section describes the principal characteristics of the FSE rail infrastructure and its aim is to provide the railway undertakings with all the necessary elements enabling them to plan their offer and apply for the relevant train paths and related services.

In particular, the FSE IM BUEI is in charge of the management and maintenance of a railway infrastructure of about 474 km, interconnected to the national network managed by Rete Ferroviaria Italiana S.p.A.. It consists of eight rail lines, namely Bari - Taranto, Mungivacca - Putignano, Martina Franca - Lecce, Novoli - Gagliano, Casarano - Gallipoli, Lecce - Gallipoli, Zollino - Gagliano and Maglie - Otranto, owned by the Apulia Region. The detailed information set out in Section 3, such as the characteristics of the lines and facilities, is contained in the Annexes 1 (*Description of infrastructure*) and 2 (*Facilities features*).

### 3.2 EXTENT OF NETWORK

#### 3.2.1 Limits

The FSE railway infrastructure consists of the following lines:

- Bari – Taranto, 112.630 km
- Mungivacca – Putignano, 43.412 km
- Martina Franca – Lecce, 102.588 km
- Novoli – Gagliano, 74.194 km
- Casarano – Gallipoli, 22.003 km
- Lecce – Gallipoli, 52.961 km
- Zollino – Gagliano, 46.502 km
- Maglie – Otranto, 18.271 km

#### 3.2.2 Connecting facilities between the national rail infrastructure and the regional networks

The stations/locations connecting the national railway infrastructure to the FSE infrastructure are:

- Bari Centrale
- Taranto F.S.
- Francavilla Fontana
- Lecce

### 3.3 NETWORK DESCRIPTION

#### 3.3.1 Geographical data

Information on the lines forming part of the FSE infrastructure can be found in Annex 1 (*Description of infrastructure*).

The track gauge of the national rail infrastructure is 1435 mm.

#### 3.3.2 Line characteristics

##### 3.3.2.1 Loading gauge

The loading gauge is of the type (EN 15273) G1

##### 3.3.2.2 Axle mass limits

The classification of lines with respect to axle mass can be deduced from the following table:

Classification (category)	Mass per axle	Mass per current metre
B2	18.0 t	6.4 t/m

Any special limitations in the case of loads exceeding the permissible load limit will be communicated to the RUs concerned on request during planning.

### **3.3.2.3 Line gradient**

The maximum line gradient, expressed in thousandths, separately in the two directions of track travel, is shown in the Line Files/Timetable Files available on the company website.

### **3.3.2.4 Line speed**

The line speeds, in their minimum and maximum values for each permitted speed class in the line section, are given in the Line Files/Timetable Files available on company website. Currently, for the minimum measures implemented by ANSFISA note prot. 9956/2016, the maximum speed on lines without a Train Operation Control System is 50 km/h.

It is also specified that with the implementation of the planned interventions set out in the PAIT, the speed of the lines will gradually be brought up to the maximum.

### **3.3.2.5 Maximum length of trains**

The line module – representing the maximum length that can be used by the passenger and freight trains on the line (locomotive(s) plus hauled stock) – is shown in the Line Files/Timetable Files.

### **3.3.2.6 Power supply systems**

The power supply systems available in the Manager's network are:

- a) ET (Electrical Traction) by direct current at 3000 V on the Mungivacca - Putignano line and on the Bari - Mungivacca and Putignano - Taranto RFI sections of the Bari - Taranto line;
- b) DT (Diesel Traction) on non-electrified lines.

## **3.3.3 Traffic control and communication systems**

### **3.3.3.1 Signalling systems**

The technological equipment of the lines can be found in Annex 1.

### **3.3.3.2 Traffic Control Systems**

The control system adopted on the infrastructure can be found in Annex 1.

### **3.3.3.3 Communication systems**

GSM-R roaming with restrictions.

### **3.3.3.4 Operation and Movement Control Systems - Minimum Measurements 9956 ANSFISA**

#### **Train operation control systems**

The line operating system of the infrastructure can be found in Annex 1. Regarding the acronyms used, CTC means Central Traffic Controller in which the Central Operations Manager operates; DL means Local Controller.

#### **Train run protection systems**

The Mungivacca - Putignano line is equipped with the Train Running Control System (SCMT).

On the remaining lines, the Train Running Control System (SCMT) is being implemented.

## **3.4 TRAFFIC RESTRICTIONS**

### **3.4.1 Specialised Infrastructure**

There are no dedicated lines on the FSE network.

### **3.4.2 Environmental Restrictions**

As per memory

### **3.4.3 Dangerous Goods**

P.M.

The FSE IM BUEI Security Authorisation provides for the transport of passengers only.

There are no facilities on the FSE network suitable for terminalling/handling dangerous goods, which is why the movement of such goods is prohibited.

### **3.4.4 Tunnel Restrictions**

As per memory

### **3.4.5 Bridge Restrictions**

As per memory

### **3.4.6 Other Restrictions**

As per memory

## **3.5 OPERATING HOURS AND MAINTENANCE OPERATIONS**

### **Line enablement period Line opening schedules**

The normal enablement period for lines and facilities is 19h, 7 days a week. The current timetable for enabling lines can be found in the Timetable Files.

Any requests for and consequent allocation of paths outside the above-mentioned enablement period shall entail a cost for the RU, corresponding to the period extension charge.

For stations with Remote control arrangements, the indicated hours refer to the enablement time of the central control point with D.C.O.

In the stations run by a Dirigente Movimento (D.M.), shunting inspector, on the lines with a Dirigenza Locale (D.L.), local traffic control, no train marshalling, opposing train meeting and give-way operations shall be allowed outside the established timeframe during which the yards can be used.

The maintenance operations are shown in Annex 3.

## **3.6 SERVICES FACILITIES**

### **3.6.1 Passenger stations**

Information on FSE passenger stations regarding:

- Name;
- Geographical location

can be found in Annex 2.

### **Availability of facilities for passenger services.**

The length of the composition of passenger trains that can stop at network locations is 110 m.

### **Station/stop access facilities for passengers with disabilities and reduced mobility (PRM)**

Guaranteed on request 24 hours in advance on the freephone number 800 079 090 (Mon - Fri 6.30. - 19.30. Sat - Sun and holidays 6.30 - 13.30).

### **3.6.2. Freight terminals**

#### **Availability of infrastructure freight services.**

P.M.

The FSE IM BUEI Security Authorisation provides for the transport of passengers only.

### **3.6.3 Train coupling/uncoupling areas, including shunting facilities**

Facilities with functional areas for rolling stock coupling/uncoupling operations featuring the availability of at least two tracks are shown in Annex 2.

### **3.6.4 Areas, facilities and buildings for the parking, stabling and storing of rolling stock**

The IM provides train stopping services on all the secondary tracks of the national railway infrastructure, where present, as well as on the line tracks, excluding remote-controlled stations, subject to timetabling and applicable restrictions.

### **3.6.5 Maintenance facilities**

Functional facilities for vehicle maintenance are the sole responsibility of the FSE.

The facilities are located at the Lecce and Bari\* stations.

\*Because the Bari Sud Est station will be subject to future decommissioning for the creation of the Bari node and the PRG RFI Bari Centrale station, the Bari station may no longer be available during the 2024-2025 OGS.

### **3.6.6 Train washing facility**

As per memory

### **3.6.7 Pre-heating, air conditioning and use of REC charging points for maintenance/cleaning of passenger trains and water supply to trains**

As per memory

### **3.6.8 Refuelling**

Fuel supply facilities are the sole responsibility of FSE.

These facilities are located at the stations of Bari Sud Est, Martina Franca, Lecce and Gallipoli.

### **3.6.9 RNE standard model for the description of service facilities**

The model can be found on the company website - [www.fseonline.it](http://www.fseonline.it) - in the section:

The Company>Infrastructure Manager>Network Access>Other Documentation

## **3.7 ACCESS TO THE NETWORK**

The FSE railway infrastructure is subdivided into predominantly single-track lines with capacity dependent on the distances between facilities with right of way tracks. Access of the network can take place until the lines are saturated, depending on the scheduling options of the junctions along the line.

If the hourly or daily capacity limitation threshold is reached, the AB conducts an analysis to assess the commercial capacity in detail, the given transport plan and develops proposals for optimising capacity utilisation.

If congestion thresholds are reached, even in a single time slot, the AB declares the section concerned to be congested prior to the procedures referred to in the statement of congestion.

## SECTION 4 - CAPACITY ALLOCATION

### 4.1 INTRODUCTION

The definition of the regulatory framework for access to the infrastructure and the principles and procedures for the allocation of capacity may be subject to adaptation pursuant to the provisions adopted by the TRA pursuant to Article 37 of Law Decree 201/2011 (converted into law, with amendments, by law no. 214 of 22 December 2011).

Any additions/changes that the IM should make in the course of validity will be made available in a manner similar to that used for this document.

The contents of this section are drawn up by RFI Spa, in its capacity as AB, for the parts within its competence.

### 4.2 DESCRIPTION OF THE PROCESS

1. The IM shall publicise on its institutional website (also communicating by certified email to all the parties concerned) the plan setting out the expiry dates for each of the phases into which the train path and service allocation process is divided, making reference to the date of activation of the working timetable and the dates of any intermediate adjustments.

2. the RU must submit the applications for paths and services outside the MAP to the AB, indicating at the time of the application:

- the specifications of the commercial services;
- the assumed rolling stock shifts, in relation to the set of requested train paths;
- any shunting necessary for the stabling/placement of the train;
- for the PSO passenger services, the reference to the Services Agreement to which each path is related.

Requests must be sent to the AB via the ASTROIF communication platform.

RUs can request credentials for access to the platform from the following email addresses:

astroif@rfi.it; rfi-dce-dco@pec.rfi.it

3. Applications to use extra MAP services are sent to the IM for processing and feasibility checks.

4. In the event of incomplete or non-conforming requests with respect to the established terms and conditions, the AB shall formally notify the RU within 10 working days:

- i)* from the start date of the allocation process for path and service requests for the next timetable,
- ii)* from the submission date for path and service requests during the applicable working timetable period. The RU may then decide whether or not to supplement the request within 10 workdays from the notification by the IM, otherwise the request shall be forfeited.

5. The AB, after examining the requests and obtaining the authorisation from the IM for the allocation of the related non-MAP services, shall allocate the train paths and services, applying if necessary, the principles governing the coordination procedure referred to in paragraph 4.4.4 and the priority criteria referred to in paragraphs 4.4.5.3 and 4.4.6, informing the RU of the acceptance or rejection of the application, and the reasons therefor.

6. Granting the right of usage of the train paths and services is subject to the conclusion of ad hoc administrative, technical and financial agreements between the IM and the RU, known as the Access Contract of the railway infrastructure.

7. The IM shall ensure that no information asymmetry arises between the Applicants, in order to guarantee the fairness and non-discriminatory nature of the entire process.

#### ***New passenger services - Notification requirements***

In the event that an Applicant intends to operate a new passenger train service, not governed by a public Safety Certificate, it must inform the Infrastructure Manager, the Allocation Body and the TRA about the new service, at least 18 months before the coming into force of the working timetable to which the capacity request relates.

In accordance with the provisions of EU Regulation 2018/1795, Applicants will be required to provide the information referred to in Article 4, through the standard form published on the TRA website, in order to determine whether the economic equilibrium of a public service contract for rail transport is compromised by the new passenger rail service.

## 4.3 TIMEFRAME FOR PATH AND SERVICE REQUESTS

### 4.3.1 Schedule for capacity requests for the purpose of the Framework Agreement

As per memory

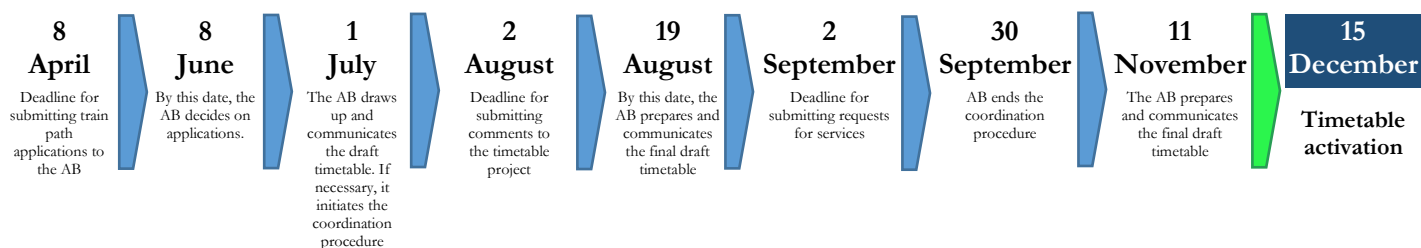
### 4.3.2 Timeframe for path/service requests for the 15 December 2024 – 13 December 2025 timetable period

Applicants may submit train path/service requests to the AB, in accordance with the procedures set out in paragraph 4.2., for the next operating timetable period starting one month before the date of launching of the allocation process corresponding with the deadline for submitting train path applications to the AB.

These requests, however, are handled according to different procedures, according to whether they were received before or after the deadline marking the inception of the allocation process, which shall be fixed at least 8 months prior to the date the timetable comes into force. All working timetable requests received by the deadline set out in this paragraph shall be handled by the AB from the first working day after the deadline.

Requests submitted as a result of any needs accruing after the deadlines set out in this paragraph shall be processed and allocated only after the resolution of all requests submitted in accordance with such previous deadlines and in any case in chronological order.

The allocation of the train paths and ancillary services requested within the above-mentioned time limit shall be made according to the following schedule:



Acceptance of the final draft timetable, which must be communicated by the RUs within 5 calendar days from the notice by the IM, entails:

1. for the applicant (other than a RU), the obligation to appoint a RU to provide the service on its behalf, failing which the provisions set out in paragraphs 4.6.1 shall apply;
2. for a RU, to enter into the Access Contract, failing which the provisions set out in paragraph 4.6.2 shall apply.

The conclusion of the contract shall represent the formal deed of allocation of the train paths.

### 4.3.3 Schedule for path/service requests for intermediate adjustment

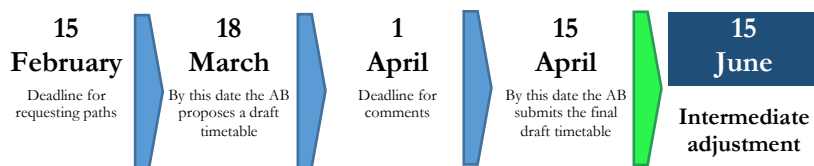
The allocation of train paths in respect of any intermediate adjustments of the timetable for passenger services in force is based on the schedule as follows:

- the deadline for submitting requests for train paths and services shall be fixed at least 4 months prior to the date of adjustment, which shall be communicated in accordance with the procedure described in paragraph 4.2;
- within 30 days from the deadline for submission, the AB shall prepare a draft timetable, after consultation with the interested parties, and allow the RUs a period of 15 calendar days to submit their views, which shall be taken into account when allocating the specific infrastructure capacity;
- in the event of any comments from the RUs, the AB shall prepare the final draft timetable within 60 calendar days after the activation of the intermediate adjustment.

All requests received within each of the above deadlines will be processed by the AB from the first working day following the deadline.

Applications for train paths in connection with any intermediate adjustments to the current timetable that are submitted by the RUs after the deadline shall be processed, after examination of the applications received by the deadline, according to the chronological order of submission. The definition of the paths or the rejection of the application by the AB will take place no later than 15 calendar days after the entry into force of the adjustment.

Requests submitted less than 3 months after the activation date and rejected prior to the activation of the adjustment will be processed again after the activation of the adjustment, in the same way as requests in progress. The allocation of the train paths and ancillary services requested within the above-mentioned time limit shall be made according to the following schedule:



**Timeframe for submitting applications for intermediate adjustment for the timetable in force from 15 December 2024 - 13 December 2025**

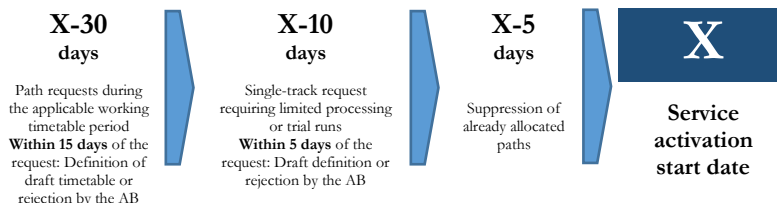
The conclusion of the contract, unless previously concluded, shall represent the formal deed of allocation of the train paths.

**4.3.4 Timeframe for requests during the applicable working timetable period**

**Requests in connection with the annual timetabling process**

Subject to the provisions relating to intermediate adjustment, requests for train paths/services in the applicable working timetable period shall be submitted:

- at least 30 calendar days from the service date for applications concerning more than two train paths (excluding connected technical paths). The definition of the draft timetable or the rejection of the application by the AB will be made within 15 business days from the date of receipt of the application;
- at least 10 working days from the date of activation of the path/service, if the application concerns up to two paths (excluding connected technical paths), or for trial runs for the purpose of homologation processes or line trials, and provided that the RU already has a track Access Contract for similar services. In this case, the acceptance or rejection of the train path by the AB will take place within 5 business days from the date on which the draft timetable request was received;
- at least 5 business days before the planned date for implementation of the measure, for applications regarding the cancellation of train paths/services that have already been assigned.



The conclusion of the contract, unless previously concluded, shall represent the formal deed of allocation of the train paths.

Acceptance of requests for the applicable working timetable period and the implementation of new or altered train paths shall be suspended during the 15 calendar days before and the 15 calendar days after the date of coming into force of the working timetable or any intermediate adjustment thereof.

**Short-notice requests**

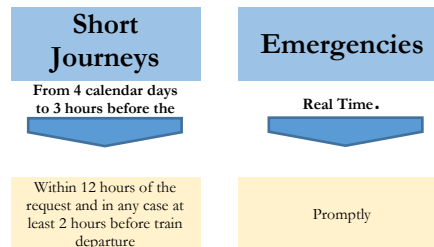
*Train path requests*

Short-notice requests for train paths shall be possible only within the framework of a valid contract, subject to consistency with the guidelines stipulated in the Safety Certificate, and they shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the AB, operating on the ground and unequivocally identified in the Access Contract, in accordance with the schedule as follows:

- between 4 calendar days and 3 hours prior to the departure of the train;
- in real time, in the case of emergencies (including those related to public order).

The AB's response, subject to feasibility check and clearance by the IM, will take place according to the following timeframe:

- within 12 hours from the request and, in any case, at least 2 hours before the time for requests in operational management;
- promptly, for real-time path management operational requests.



#### *Service requests*

Short-notice requests for services (allocation of new services and/or changes to the allocated services, including changes to rolling stock shifts) shall be possible only within the framework of a valid and effective contract and shall be submitted by the accredited contacts of the RU party to the contract to the accredited contacts of the AB, operating on the ground and unequivocally identified in the Access Contract.

The requests shall be made by the RU within the following deadline:

- between 4 calendar days and 3 hours prior to the delivery of the service.

The AB's response, subject to feasibility check and clearance by the IM, will take place according to the following timeframe:

- within 12 hours from receiving the request and, in any case, at least 2 hours prior to the time requested for the delivery of an unscheduled service;
- promptly, in respect of real-time operating management requests.

#### **Handling access requests in time programming and operational management**

Requests for further train paths/services relating to the applicable working timetable period, or for operational management, shall be handled and allocated in order of presentation and granted each time in accordance with the available capacity.

As a rule, short-notice requests for the same train path cannot be re-submitted for more than 5 times a month.

#### **4.3.5 Changes to the daily programme**

The paths and services covered by the contract and any changes in the applicable working timetable period may be subject to changes that incorporate:

- Specific requirements of the RU;
- Specific requirements of the Infrastructure Manager;
- Necessities due to Force Majeure.

##### **4.3.5.1 Specific requests by the Railway Undertaking**

###### **4.3.5.1.1 Changes made during the applicable working timetable period**

Any alteration requests, in respect of the allocated path and any related services, not due to the application of the rules stipulated hereunder on the management of disrupted traffic and the performance of works on the infrastructure, shall be formalised - within the terms and conditions of its acceptance - by the AB issuing an alteration during the applicable working timetable period.

###### **4.3.5.1.2 Operating changes to the allocated train paths and services**

The RU that is a party to the contract shall be entitled to request the operation (4 calendar days prior to the date of access) of new paths and/or alterations to the allocated train paths and services.

Any alterations requested during the 4 calendar days prior to access thereto shall be suitably assessed and agreed to by the parties, without prejudice to the provisions concerning disrupted traffic or the non-usage of train paths, which remains under the exclusive responsibility of the RU.

In particular, the RU shall be entitled to submit a specific request for the cases as follow:

- **Allocation of new paths and/or changes to the allocated paths**

The RU – acting through its contacts, as detailed in the agreement – shall be entitled to formally request new paths, services and/or changes to the train paths and services, from the accredited AB contact, in accordance with the timescale defined for the path application under operational management, unless the system itself is proven to be out of order/unavailable (in this case, applications made through the means indicated by the accredited AB contact person shall be accepted). After suitably assessing the request, the AB contact shall either allocate the path or reject the request, giving the reasons therefor.

- **Postponement of departure**

If, in the event of a foreseen delay in departure from the station of origin, the RU contact nonetheless intends to access and utilise the allocated path, he shall be required to officially notify this intention to the accredited AB contact person, who can either accept or reject the request and may propose a new path. The AB may also accept a request only if it does not entail the rescheduling of other services. Rejection will always be justified by the AB.

In the event of acceptance by the AB of the postponement, the agreed delay in departure – with respect to the scheduled time – shall produce no financial flow in connection with the performance regime, nor shall it be valorised for the purpose of the train's arrival within the threshold of punctuality.

In the event of rejection by the AB of the postponement, the RU contact may formalise his cancellation of the path, with the ensuing financial effects detailed in paragraph 4.6.3, and request a new postponed path, or decide to utilise the original path by endeavouring to overcome the problems associated with the delay.

If the RU contact does not require a postponement and the train departs within 30 minutes from the scheduled time, the delay built up in departure shall produce a financial flow in accordance with the performance regime.

In the absence of a specific request for postponement within the train departure time – and if the train fails to depart within the time referred to in the preceding paragraph – the accredited RU contact person shall consider the path to be de facto cancelled through the fault of the RU and the financial consequences as referred to in Chapter 4.6.3 shall apply.

In this case, if the RU contact expresses the intention to provide the service nonetheless, the accredited AB contact can propose a new path possessing the same or similar characteristics to the cancelled one, and proceed with the official allocation thereof, after the final confirmation received from the RU.

- **Changes to the train formation, in respect of the allocated train path**

The RU shall be entitled to alter the train formation, with reference to the allocated train path, only if the alteration is of an extraordinary not systematic nature, in accordance with the following operating procedures:

- if the altered train formation conforms to the values defined during the planning process and set out in the annex to the Access Contract, the RU contact shall notify the accredited AB contact within 2 hours of the train's departure;
- in the event the train formation:
  - exceeds the values defined during the planning phase and set out in the annex to the Agreement;
  - entails reductions to the maximum speed or service ranking, due to deteriorations of the rolling stock or changes in the scheduled material;

- entails a train length in excess of the length established in connection with the scheduling.

The RU shall officially request, at least 5 hours prior to departure, specific authorisation from the AB, who shall reply in a sufficient amount of time to allow the departure of the train with the new formation. The AB shall nevertheless be entitled to reject the proposal and/or formulate new alternative proposals.

In either case, the alterations to the train formation shall conform to the applicable regulations.

If the AB finds a systematic use of changes in the train formation it must report the fact to the TRA.

In all cases of official rejection of the request, the allocated path shall be considered cancelled through the fault of the RU, with the financial effects stipulated in paragraph 4.6.3. Rejection will always be justified by the AB.

In the event of technical non-conformities found in a part of the components during the ancillary operations prior to train departure, or during the journey, the AB contact, after having been notified in real time by the RU contact, shall ensure that the latter acts promptly to remedy the non-conformities, as long as the maximum absolute values under the applicable regulations are complied with.

If there are any delays in remedying the problem, the AB contact shall apply the provisions envisaged in the preceding point.

- **Request for additional stops**

The RU shall also be entitled to request, and the IM to grant, additional stops for passenger services or technical operations, provided that the train formation fits the maximum length of the station platform. In the event a stop is planned for a train whose length exceeds the maximum length of the station platform, the RU shall undertake the necessary measures – on its own initiative, at its own expense and under its own responsibility – to ensure the safety conditions of the train, the passengers and the infrastructure, restricting the boarding/alighting of passengers solely to the carriages standing alongside the platform. In any case, the train formation shall conform to the yard's technical characteristics.

Such a request must be formally made to the AB contact 2 hours prior to departure of the train, who may accept or reject the alteration according to availability/traffic conditions, promptly notifying the RU of its decision. In the event of rejection, the AB contact may propose an alternative solution. Rejection will always be justified by the AB.

#### **4.3.5.2 Specific needs of the Infrastructure Manager**

The AB shall be entitled to totally or partially cancel one or more allocated paths or services, to ensure service traffic regularity or compliance with the schedule of services, following the execution of works on the infrastructure. Any cancellations must be transmitted to the RUs via the AB-RU communication systems.

#### **4.3.5.3 Force majeure events**

In the event the alterations are due to reasons beyond the control of either the RU or the AB, they shall be deemed to be due to force majeure events and, therefore, no penalty shall be applied.

### **4.4 ALLOCATION PROCESS**

#### **4.4.1 Framework capacity allocation process**

As per memory

#### **4.4.2 Path and service allocation process**

As part of the path and service allocation process, the AB works to ensure that all requests are met as far as possible.

In this process, the AB shall take into account, as far as possible, the constraints on Applicants, including those of a financial nature affecting their operations.

The capacity available for the allocation of train paths among the applicant RUs shall not include the amount needed for maintenance and infrastructure works under operation, with reference to each line section.

Any requests for and the consequent allocation of paths outside the enablement period mentioned in Section 3.5 shall entail a financial burden for the RU corresponding to the cost of extending the period.

The AB shall ensure, as far as possible, that the planning of these paths is maintained and not changed in the stages following the definition of the working timetable.

#### **4.4.3 Harmonisation Process**

1) The AB, in order to ensure the effective and best possible use of the rail infrastructure, taking into account the commercial functions of the services, shall develop the draft timetable using, if necessary and with the involvement of the RUs concerned, the margins of flexibility with respect to the requested departure time for each train path to the maximum extent of:

- a.  $\pm 15$  minutes for regional passenger services provided by local authorities;
- b. The flexibility margins given above are reduced to  $\pm 10$  minutes in commuter time slots only.  
Reduction applied to passenger services only.

The margins of flexibility used in the harmonisation phase will take due account of the requirements of synchronisation and connections between services.

2) Without prejudice to the observance of the principles referred to in paragraph 1 above, the AB, during the harmonisation of two or more conflicting paths, shall satisfy the said paths by applying the criteria referred to in paragraph 4.4.5.2.

3) RUs may ask the TRA to re-examine the determinations made by the AB.

#### **4.4.4 Path and service coordination process**

##### *Path coordination*

If it proves impossible to define a draft timetable according to paragraph 4.4.3, the AB shall undertake a coordination procedure in order to reconcile any conflicting requests, providing for consultations with the requesting RUs and involving, in the case of paths included in public contracts, the commissioning public administrations. During this consultation stage, the AB shall transmit the following information to the parties concerned:

- the train paths requested by all the RUs on the same routes;
- the train paths allocated in a preliminary capacity to all the RUs on the same routes;
- the alternative train paths proposed in respect of the relevant routes;
- a detailed description of the criteria adopted in the capacity allocation process.

This information will be provided on the basis of commercial confidentiality of the information, unless the persons concerned have consented to it.

The IM, at the delivery of the draft timetable shall also notify, alongside the harmonised paths, the alternative proposals concerned by the coordination procedure.

The RUs may then present motivated observations and proposals within 30 days, concomitantly with the observations filed with respect to the draft timetable. Lacking any such observations the proposals shall be deemed to have been accepted. If observations are submitted, the AB shall jointly assess the parties concerned ensuring transparency, fairness and non-discrimination in the final determination of the path offer. The coordination procedure shall be wrapped up by 30 September at the latest.

##### *Service coordination*

In the event of conflicting requests for services, the AB shall reconcile the requests, having consulted with the requesting RUs. During the consultation stage, the AB submits the alternative proposals to the RUs by 30 September, thus initiating the coordination process that will end on 15 October.

The RUs may apply to the TRA for a review of the decisions adopted by the AB, with regard to the path and service coordination procedure.

#### **4.4.5 Congested lines**

##### **4.4.5.1 Congestion declaration**

If the path changes proposed by the AB, requested for the services referred to in para. 4.4.3 p. 1), in connection with the coordination procedure: differ from the original request made by the RUs by an amount equal to or in excess of  $\pm 16$  minutes and at least one of the RUs concerned rejects the proposal made by the AB, the latter shall declare the infrastructure element concerned to be congested and shall notify the TRA and the Undertakings concerned.

If the AB declares the infrastructure element concerned to be congested - also as a result of the facts illustrated in para. 3.7, and until the organisational and/or infrastructure actions aimed at remedying the congestion are

implemented - it shall allocate the available paths according to the priority criteria set out in paragraph 4.4.5.2. below, taking account also of the designation of the infrastructure for certain types of traffic.

#### **4.4.5.2 Train path priority criteria**

1. When allocating train paths in respect of applications for a timetable and/or an intermediate adjustment, the AB gives priority to:

- transport services the quality and quantity of which is sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments;

2. Any incompatibility between train paths with equal priority, in accordance with the previous paragraph 1, shall be solved by giving priority to the service aimed at the traffic characteristic of the time slot of interest, as follows:

- the transport services qualitatively and quantitatively sufficient to meet the mobility needs of the general public, governed by specific service agreements to be entered into between RU and the central or regional governments shall be assigned priority status, with respect to the other services referred to in paragraph 1, in the commuter time slots, i.e. between 6.00-9.00 and 12.30-15.30;

3. In the case of incompatibilities that cannot be solved based on the rules set out above, the capacity shall be allocated prioritarily to the services in the order as follows:

- services provided under interval-service timetables, even if provided by more than one RU under specific commercial agreements, documented to the AB upon the submission of the path request and, in any case, concluded in accordance with the principles set out in Article 101 of the TFEU Treaty and the relevant national regulations;
- services that most utilise weekly uniform paths;
- services using paths that segment to a lesser extent the line, individually developing the most number of kilometres;

and if it should still prove impossible to solve the conflict, according to the priority represented by the order of presentation of the requests.

4. In the apportionment of the capacity for requests during the applicable working timetable period the priority is always determined by the order of presentation of the requests.

5. However, the priority service, in the presence of other requests, cannot lead to the congestion of the infrastructure capacity, since priority is not an exclusive right.

6. Any incompatibilities between path requests submitted by different Railway Undertakings for the same type of service shall be governed with the priority criteria referred to in sub-paragraphs 1, 3 and 4 above. As regards the Section of interest, the RU granted priority status cannot be allocated all the available paths in the day for the requested type of service, because priority is not an exclusive right: the maximum share of available paths that can be allocated to the RU granted priority status is fixed at 80%.

7. The priority criteria hereunder exclusively concern the allocation of the integrated capacity of the lines, facilities and terminals owned by the IM. Priority criteria for traffic management purposes are set out in the applicable operating regulations.

#### **4.4.5.3 Capacity analysis and capacity enhancement plan**

1. When an infrastructure has been declared to be congested, the AB conducts an analysis of its capacity, unless a plan to upgrade it is already underway.

2. The objective of capacity analysis of a congested infrastructure is to determine the restrictions on infrastructure capacity, which prevent requests for capacity from being adequately met, and to propose methods for enabling additional requests to be satisfied. This analysis shall identify the reasons for the congestion and what measures might be taken - in the short and medium term - to ease the congestion.

This analysis shall consider the infrastructure, the operating procedures, the nature of the different services operating and the effect of all these factors on infrastructure capacity. Measures to be considered by the AB shall include the re-routing of services, re-timing services, speed alterations and infrastructure improvements.

The capacity analysis must be completed within 6 months from the date on which the infrastructure is declared to be congested.

3. Within 6 months of the completion of a capacity analysis in paragraph 2 above, the AB shall produce a capacity enhancement plan.

A capacity enhancement plan shall be developed after consultation with accounts of the relevant congested infrastructure and shall identify:

- the reasons for the congestion;
- the likely future development of traffic;
- the constraints on infrastructure development;
- the options and costs for capacity enhancement, including likely changes to access charges.

It shall also, on the basis of a cost-benefit analysis of the possible measures identified, determine what action shall be taken to enhance infrastructure capacity, including a calendar for implementation of the measures.

#### **4.4.6 Service priority criteria**

Regarding the allocation of requested services the IM shall take into account the following priority criteria:

1. Priority service of the requested asset;
2. Priority criteria of the train paths related to the service;
3. Maximisation of asset use;
4. (only in the case of late requests or requests receiving during the current timetable period) Chronological order of presentation of the request (first in/first served basis).

#### **4.4.7 Outcome of requests**

On completion of the allocation process, the AB shall communicate the detailed train paths to the RU. The formal allocation thereof shall occur on the conclusion of the Contract.

Any requests rejected due to insufficient capacity shall be reviewed, in agreement with the Applicant, on the next timetable adjustment relating to the routes concerned. Exceptions to this rule are the short-notice requests, for which the decision is final.

It is specified that the planned capacity restrictions schedules are defined and shared by the IM and the AB, in accordance with the provisions of Annex VII of Directive 2012/34/EU as amended by EU Delegated Decision 2017/2075.

### **4.5 CAPACITY ALLOCATION FOR INFRASTRUCTURE MAINTENANCE**

In preparing the service programmes for the capacity restrictions referred to in paragraphs 2, 3 and 4 of para. 2.3.2.5, in the event that any cancellations or detours become necessary, the IM shall prepare the timetable measures for the purpose of maximising access to the capacity and maintaining the highest possible number of paths on the sections concerned by the restrictions, taking into account any special needs, such as services on single-track lines or terminalling constraints.

In the event no agreement is reached with the RUs, the IM shall apportion the available capacity according to the criteria referred to in para. 4.4.5.2.

It is understood that the planned capacity restriction schedules shall be defined and shared by the IM and the AB, in accordance with the provisions of Annex VII of Directive 2012/34/EU, as amended by EU Delegated Decision 2017 /2075.

### **4.6 RULES FOR NON-DESIGNATION/CONTRACTUALISATION/UTILISATION OF CAPACITY**

The following paragraphs (4.6.1, 4.6.2 and 4.6.3) regulate the economic consequences in the event of non-designation/contractualisation/utilisation of infrastructure capacity.

It is the exclusive task of the AB to define the rules and criteria for quantifying the penalties, to be published in the NS, to be considered in the contractual relationship between the capacity applicant and the IM, for failure to

designate the RU that will perform the traction and for failure to contractualise/use/make available the capacity. The penalties, in the amounts thus quantified, shall then be collected and transferred by/to the parties to which they are due.

#### **4.6.1 Consequences in the event of non-designation of the RU by the Applicant (non-RU) and/or non-contractualisation of the designated RU**

1. The Applicant (other than a RU) shall pay to the IM a sum equal to 50% of the charge for the paths made available and accepted, plus any energy costs, based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable, if:
  - a. the applicant (non-RU) fails to designate the RU to perform the transport services within the deadline set out in para. 2.2.2;
  - b. the RU appointed by the Applicant (other than a RU) fails to enter into the Access Contract.
2. If the unused paths, as a result of the circumstances referred to in cases a) and b) of point 1 entirely or partially concern:
  - sections of the infrastructure or time slots whose capacity has been declared to be limited or congested, pursuant to para. 3.7, the rate for calculating the penalty as in paragraph 1) above is 75%;
  - if, as a result of the circumstances referred to in (a) and (b) of point 1 above, the paths are subsequently allocated to another applicant, with the same characteristics, the penalty payable by the defaulting (non-RU) Applicant (in the circumstances referred to in points 1, 2 and 3 above) is calculated based on the circulations during the first 30 days, included in the issued and agreed draft timetable.

#### **4.6.2 Consequences in the event of non-contractualisation (partial or total) of train paths**

If the RU, through its own fault, fails to contract the paths applied for, made available and accepted, it shall be required to pay to the IM a sum equal to 50% of the access charge for the paths for which no contract has been entered into, plus any traction current costs, based on the circulations during the first 60 days, included in the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the event of paths that only partially concern limited capacity/congested sections or time slots of the infrastructure, within the meaning of para. 3.7, the RU shall be required to pay to the IM an amount equal to 75% of the access charge for the paths for which no contract has been entered into, plus any traction current costs, calculated based on the number of trains circulated during the first 60 days, included in the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the case of non-contractualisation of paths requested in accordance with a previous Framework Agreement on public transport services, the penalty is 45% of the fee regardless of the nature of the lines (limited capacity and not) affected by the cancellation, plus any energy costs, calculated based on the number of trains circulated during the first 60 days, as per the issued and agreed draft timetable.

If the said paths, for which no access contract is concluded, are subsequently allocated to another RU, with the same characteristics the penalty payable by the defaulting RU shall be determined based on the values referred to in the preceding paragraph, calculated based on the number of trains circulated during the first 30 days, as per the issued and agreed draft timetable.

In the event the RU notifies a decision not to enter into a contract for access to the paths and at the same time requests new paths with the same characteristics as those cancelled, in terms of the line sections used and commercial times, but on different days and/or for different distances travelled, the IM shall apply a bonus on the penalty for the failure to conclude the contract by calculating the difference between the charges relating to the previous (surrendered) paths and the charges for the new path requests, both being valorised based on the

operations carried out during the first 60 days (or 30 days in the above mentioned cases), to which the corresponding penalty percentage will be applied.

If the difference is positive, the RU shall pay the sum to the IM as a penalty for the failed conclusion of the contract, if, instead, the difference is zero or negative, the RU shall not be required to pay any penalty.

The details of the bonus, if any, are supplied to the RUs downstream from the contract conclusion phase.

#### **4.6.3 Consequences of non-use of paths subject to a contractual agreement**

Save as detailed hereinafter, the RU shall be entitled to cancel or partially utilise one or more of the train paths allocated under the agreement.

If the RU, through its own fault, during the term of the contract, fails to utilise the paths for which it has concluded a contract, in whole or in part, the following rules shall apply:

A) the formalisation of the cancellation by the RU - for reasons attributable to the RU - of one or more train paths that even only partially affect the infrastructure sections or time slots declared to have limited or saturated capacity, in accordance with para. 3.7, shall entail the payment by the RU of a penalty, calculated exclusively on the sections concerned, equal to:

- 50% of the charge due for the unused path (minus any energy costs), if the cancellation is notified up to 5 calendar days prior to the date of scheduled access; if the cancellation is related to the entire operating timetable period, the RU shall pay to the IM the above mentioned penalty in the measure of the number of trains scheduled to run in the 60 days following the cancellation.

The penalty mentioned hereinabove shall be determined taking into account the number of trains scheduled to run in the 30 days after the cancellation, if the unused paths are subsequently allocated to another RU with the same characteristics;

- 60% of the charge due for the unused paths (minus any energy costs), if the cancellation is notified between 4 calendar days and until the time of departure of the train from its origin station.

The formalisation of the (total or partial) cancellation by the RU – through its own fault - of one or more of the train paths concerning lines/facilities not included among those classified as “limited capacity”:

- shall entail no financial consequences for the RU, if the cancellation is formalised up to 5 calendar days prior to the date of scheduled access;
- the payment by the RU to the IM of a sum equal to 30% of the charge due for the unused path (minus any energy costs), or a part thereof (depending on whether the cancellation is total or partial in nature), in the case the cancellation is formalised between 4 calendar days and the time of departure of the train from the origin station.

C) If the RU fails to (entirely or partially) utilise the path in accordance with the schedule and fails to formalise its cancellation thereof, the path shall be deemed to have been cancelled through the fault of the RU, which shall thus be obliged to pay the related charges - for the entire path or the cancelled section thereof - to the IM, minus any energy costs.

D) If the RU notifies the non-utilisation of a path and at the same time requests a new path with the same characteristics as those cancelled, in terms of the line sections used and commercial times, but on different days and/or for different distances travelled, the IM shall apply a bonus on the penalty for the failed path utilisation by calculating the difference between the charges relating to the previous non-utilised paths and the charges for the new path requests, both being valorised based on the operations carried out during the first 60 days (or 30 days in the above mentioned cases), to which the corresponding penalty percentage will be applied.

If the difference is positive, the RU shall pay the sum to the IM as a penalty for the failed path utilisation, if, instead, the difference is zero or negative, the RU shall not be required to pay any penalty.

If, for reasons attributable to the relevant RU, a train path is used by the RU for a period of at least three months 30% below the operating programme and this conflicts with one or more paths for which a new request has been received from another RU, the underutilised path shall be deemed to have reverted to the Manager.

Percentages of the fee to be paid to the IM			
	Paths	Paths or time slots on capacity restricted/congested lines	Under a Framework Agreement
Non-designation/contractualisation of the RU	50% of the fee for the first 60 days.	75% of the fee for the first 60 days.	N/A
	<i>If paths are subsequently reallocated: penalty calculation over 30 days.</i>		N/A
Non-contractualisation of paths	50% of the fee for the first 60 days.	75% of the fee for the first 60 days.	N/A
	<i>If paths are subsequently reallocated: penalty calculation over 30 days.</i>		N/A
Non-use of paths	For cancellations within 5 days.		N/A
	0%	50% of the fee for the first 60 days.	N/A
		<i>If reallocated, over 30 days.</i>	N/A
	For cancellations from 4 days until time of departure		N/A
	30% of the fee for the first 60 days	60% of the fee for the first 60 days	N/A
	100% of the fee in the event of non-formalisation of the cancellation		N/A

#### 4.6.4 Exemptions with regard to the penalties referred to in para. 4.6.3

Upon entering into the Access Contract, an exemption shall be granted to the RU, related to the estimated value of the gross usage charge, not including the energy costs. If a RU concludes more than one contract, given the impossibility for a RU to enter into a contract for passenger and freight services, the exemption cannot be cumulated. This exemption shall not be subject to any adjustments, in connection with contract amendments.

Regarding passenger transport services, the exemption is determined progressively in accordance with the following steps:

- 3% for access contracts of less than 2 million euros;
- 2% for access contracts of between 2 million and 4 million euros;
- 1% for access contracts in excess of 4 million euros.

Any sums charged by the IM to the RU, under paragraph 4.6.3, determined by the IM on a monthly basis and reported to the RU, shall be progressively subtracted from the exemption - regarding the share that exceeds the sums owed by the IM to the RU for any measures cancelling and/or re-routing the train paths - and shall not determine any monetary disbursements until it has been used up.

The exemption shall terminate at the expiry of the Access Contract and cannot be used to set off any sums due for other reasons.

Any sums relating to non-usage in excess of the exemption amount shall be paid in connection with the balancing invoice.

## SECTION 5 – SERVICES

### 5.1 INTRODUCTION

Pursuant to Article 37 of Law Decree no. 201/2011 (converted into law, with amendments, by Law no. 214 of 22 December 2011) and Article 13, paragraph 13 of Legislative Decree no. 112/15, the Transport Regulatory Authority defines the general regulatory guidelines relating to the production of services described in this chapter. Following is an overview of the different types of services provided by the Manager:

#### a) Minimum access package

The infrastructure manager, having regard to the payment of the access charge and utilisation of the infrastructure, guarantees that all railway undertakings allocated train paths, at fair and non-discriminatory conditions, the provision of the following services forming the minimum access package:

- handling rail infrastructure capacity requests for the purpose of concluding the access contracts;
- right to utilise the allocated capacity;
- utilisation of the rail infrastructure, including the points and connecting tracks;
- control and regulation of train traffic, signalling and train routing and communication of all information on traffic;
- utilisation of the electrical power supply system for the traction electricity, if available;
- all other information needed to perform or manage the service for which the capacity has been granted;
- infrastructure connecting service facilities;

also services available and regulated by FSE that are not directly managed by the IM.

#### b) Guaranteed access to service facilities and supply of services

The FSE IM BUEI, acting as an operator of service facilities, provides to all railway undertakings, under fair, non-discriminatory and transparent conditions, access to the railway lines and to the following service facilities, if existing, and to the services delivered therein:

- passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations;
- train coupling/uncoupling areas, including shunting facilities;
- refuelling facilities.

#### c) Additional Services

If the FSE IM BUEI, as the service facility operator, provides the following additional services, the latter are provided at the request of the railway undertakings, under fair, non-discriminatory and transparent conditions:

- traction current;
- assistance to passengers with reduced mobility (PMR);
- parking.

### 5.2 MINIMUM ACCESS PACKAGE

#### Handling rail infrastructure capacity requests for the purpose of concluding the access contracts

This includes all the preliminary activities needed to conclude the Contract:

- checking whether the RU holds the prescribed requirements, licence, entitlement document and safety certificate, with reference to the period of validity of the contract;
- receipt of requests and verification of their consistency with the characteristics of the railway infrastructure;
- verification of the availability of the requested capacity and related confirmation;
- drafting and notification of the detailed working timetable;
- economic development of the train paths;
- drafting of the Contract and formal allocation of the train path.

Each Contract shall specify the total access charges and any costs for the electrical power supply and services.

## **Right to utilise the allocated capacity**

Comprises the activities needed to ensure:

- as regards the lines:
  - their availability for transport services;
  - their quality, meaning the performance characteristics of the infrastructure, needed to utilise the allocated train path.
- as regards passenger stations:
  - the availability of departure/arrival tracks for carrying out the technical and commercial operations within the time limits:
    - in the origin/destination stations;
    - for the allocated train paths for all the other transit stations.

Any exceptions that entail overshooting the restrictions with regard to the origin/destination stations – as a result of the IM's needs in respect of the overall working timetabling planning, or of any technical/organisational and commercial needs of the RU strictly related to the synchronisation of services – shall not in any case obstruct the capacity of the facility, and shall be formalised with the notification of the draft timetable, or in the station schedule, the availability of the arrival and departure tracks for the time resulting from the station schedule.

## **Utilisation of the rail infrastructure, including the points and connecting tracks**

It includes the use of switches and sidings necessary for the use of the train path.

## **Control and regulation of train traffic, signalling and train routing and communication of all traffic information**

This includes, within the timeframe of the opening times of the lines and installations, as indicated in Section 3:

- the orderly operation of the train services along their prescribed route and the communication of any special traffic situations (slowdowns, interruptions/re-routing or detours, speed limits, etc.);
- the measures adopted, with regard to the disclosure obligations towards passengers, comply with the provisions of Regulation (EC) 2021/782 of the European Parliament and of the Council and those of Authority Resolution no. 106/2018. It is also specified that the IM shall make available to the RUs, in a non-discriminatory manner, the real time data relating also to the trains of other RUs, in order to enable all the RUs to provide their passengers during the journey with information on the train movement vis-à-vis the scheduled time and any delays;
- for replacement services with buses already in the applicable working timetable period or rescheduled during the timetable, or for re-routing services under Operational Management, the information is provided on the basis of data made available by the RU and strictly pertaining to it through the procedures defined by the IM;
- At stations and stops, the communication tools available are:
  - Dynamically powered train timetable information monitors currently installed in these facilities: Casamassima and Castellana Grotte. Conversano, Gagliano, Manduria, Martina Franca, Nardò C.le, Noci, Noicattaro, Putignano and Adelfia. In the process of completion in these facilities: Campi, Bagnolo, Tricase, Poggiardo, Seclì, Casarano, Presicce, Taviano, Zollino, Nardò Città, Bari Sud Est, Locorotondo, Sammichele, Turi, Valenzano, Alberobello, Crispiano, Maglie, Otranto and Gallipoli.
  - Display boards with timetables at all stations.
- signalling or the indication of the condition of freedom or occupation of an infrastructure and on train distancing, and on the speed limits of the sections concerned.

## **Utilisation of the electric power supply system, where available**

This includes the utilisation of the:

- overhead line for electrical traction;
- transformer rooms and equipment for transforming electrical power;

- electricity distribution installations, for the time needed to utilise the train path, including the time required for passengers to board or alight from the trains and the stabling and parking of the rolling stock to/from the stabling/parking sidings.

### **All other information needed to perform or manage the service for which the capacity has been granted**

They include the following information that the IM must provide to the RU, based on the instruments currently available at the individual facilities:

- with regard to the schedule, the detailed train path and related information (train number, train classification, origin/destination, route, stops, times, arrival and departure tracks at the stations, operating days);
- with regard to the actual performance of services, any significant variations to the above information and the related reasons.

Access to the information required for the implementation or operation of the service for which the capacity has been granted is made available to the RUs holding an Access Contract for use of the IM information systems, with a number of network users/connections included in the MAP.

## **5.3. GUARANTEED ACCESS TO SERVICES FACILITIES AND SUPPLY OF SERVICES**

### **5.3.1 Use of in-station services**

#### *Description of the service*

The service consists of the use of appropriate spaces for ticketing services, and other structures that are functional and necessary for railway operations.

#### *Location of the service*

In the stations listed in Annex 1 and specifically in the main stations listed on the website [www.fseonline.it](http://www.fseonline.it) at the page The Company>Infrastructure Manager>Stations Plan

The service is managed through the competent FSE structure (Heritage and Stations).

#### *Formalisation*

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

### **5.3.2 Train coupling / uncoupling areas, including shunting facilities**

#### *Description of the service*

The service consists of the use of space for train formation and breakdown including shunting areas.

#### *Location of the service*

In stations with suitable areas.

The service is operated by the IM in station areas.

#### *Formalisation*

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

### **5.3.3 Areas, facilities and buildings for the parking, stabling and storing of rolling stock**

#### *Description of the service*

The service consists of the use of areas, facilities and buildings for parking, stabling and storage of rolling stock.

#### *Location of the service*

In stations with suitable areas.

The service is operated by the IM in station areas.

#### *Formalisation*

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

### **5.3.4 Refuelling facilities**

#### *Description of the service*

The service consists in the making available, for non-exclusive use, of areas, identified among those intended for parking, stabling and storage of rolling stock, functional to the supply of fuel by the RUs themselves through the use of their own or their suppliers' tankers.

*Location of the service*

In stations with suitable areas and in depot spaces.

The service is managed by FSE.

*Formalisation*

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

## **5.4 COMPLEMENTARY SERVICES**

Having regard to the services in paragraph 5.1, letter c), FSE shall provide the services – where available – according to the rules and procedures as follows.

Unless otherwise specified, the perimeter and characteristics of the facilities at which FSE provides the services are shown in para. 3.6, while the procedures and timeframes for the requests are shown in paras. 4.3.2, 4.3.3 and 4.3.4.

### **5.4.1 Traction power supply**

*Description of the service*

The service consists of the supply of electricity for the traction of rolling stock on 3 kV powered networks.

*Location of the service*

The electrified lines are indicated in Annex 1.

FSE will associate the use of traction current with the paths required by the RUs on the electrified rail infrastructure.

*Formalisation*

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

### **5.4.2 Assistance for persons with reduced mobility (PRM), under EU Regulation no. 782/2021**

*Description of the service*

“Persons with reduced mobility” are received at the first platform of the station, thus avoiding the crossing of the tracks, and are welcomed by the train conductor who supervises the boarding process, making use of the mobile platform available on trains provided with suitable rolling stock. The service is provided at all FSE stations reached by the trains provided with suitable rolling stock.

As regards assistance for Persons with Reduced Mobility (PRM), DASBT (train-boarding assistance device) agreements will be defined with the railway stations applying for capacity allocation.

### **5.4.3 Parking**

*Description of the service*

This service consists of powering the train systems, by means of a contact pantograph, for a period of time of 1 and a half hours (1 h 30 min) or more, with the activation of the “parking” mode on a 3kV powered network.

*Location of the service*

In facilities where parking is permitted with an overhead contact line, except for facilities affected by scheduled maintenance activities or subject to environmental and/or technological constraints.

*Formalisation*

The supply of the service shall be formalised in connection with the conclusion of the infrastructure Access Contract.

# SECTION 6 - TARIFFS AND PERFORMANCE REGIME

## 6.1 INTRODUCTION

The fees of the minimum access package (MAP) and of the services not included therein assessed in this document are defined in accordance with the provisions of Article 13 of Legislative Decree No. 112/15 and, more precisely, para. 5.1.

The charges for access to the MAP infrastructure and the charges for all non-MAP services provided within the framework of the facilities operated directly by the IM, as well as those relating to the services offered by the IM, shall be determined in accordance with the provisions set out by the Transport Regulatory Authority.

## 6.2 TARIFFS

Pursuant to ART Resolution no. 51/2024 of 18 April 2024 on the subject "Resolution no. 95/2023. Formulation of tariff proposals for regional networks interconnected to the national railway infrastructure and provisions on fees and tariffs relating to the 2024-2025 timetable" the values of the fees and tariffs for access to the infrastructure, facilities and services provided therein for the 2024-2025 timetable are those already provided for the 2023-2024 timetable, adjusted by applying the value of 1.1% as the inflation rate, as indicated in the Economic and Financial Document approved by the Council of Ministers on 9 April 2024.

### 6.2.1 Minimum Access Package

The access charge is calculated as the sum of the following two components A and B:

ACCESS CHARGE = A+B

- component A is related to the wear and tear of the infrastructure (tracks and overhead contact lines);
- component B is related to the market segments' ability to pay.

#### Component A

Component A of the access charge comprises the three sub-components A1, A2, A3:

$A = A_1 \text{ weight} + A_2 \text{ speed} + A_3 \text{ contact line}$

- sub-component A<sub>1</sub> relates the wear and tear of the track to the weight classes of the train;
- sub-component A<sub>2</sub> relates the wear and tear of the track to the operating speed classes of the train;
- sub-component A<sub>3</sub> is related to the wear and tear of the overhead contact line.

Each sub component may be calculated as the result of a unit fee (by class) times the number of kilometres travelled.

Therefore, the value of A is given by the following formula:

$$A = (T_{A1} + T_{A2} + T_{A3}) \times \text{km}$$

The values of the unit prices T<sub>A1</sub>, T<sub>A2</sub> e T<sub>A3</sub> by weight, speed and type of traction are shown in the tables below:

Weight classes	T <sub>A1</sub> (€/km)
0-500 t	0,134

Speed class	T <sub>A2</sub> (€/km)
0-100 km/h	0,123

Type of traction	T <sub>A3</sub> (€/km)
Electric T.	0,024
Diesel T.	0

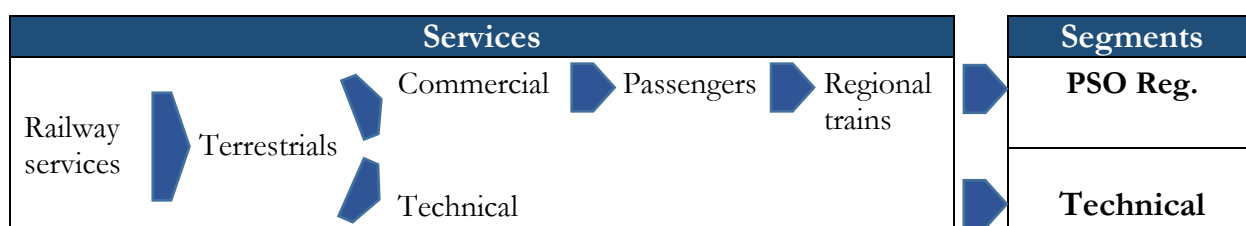
## Component B

Component B of the access charge is related to the market segments' ability to pay.

The value of B is the result of the unit fee (by market segment) times the distance travelled (in kilometres), according to the following formula:

$$B = T_B * km$$

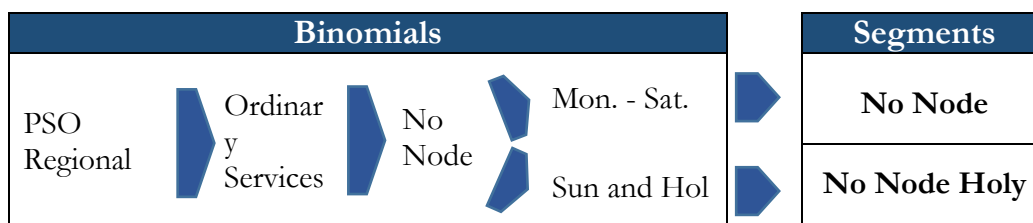
The market segments are defined downstream of a classification by first and second level binomials through Figure 6.1 - First level binomials and market segments (Measure 24 TRA Resolution no. 96/2015) present in RFI's NS 2023 and shown below for the exclusive market segments for which traffic volumes are expected to be carried out:



Description of market segments:

- PSO-Reg market segment: all trains of the universal regional passenger service;
- Market segment Technical: all non-commercial trains (dispatch of material, isolated locomotive, staff movement, military).

2nd level PSO – REGIONAL binomials



Description of OSP-Reg services:

- **No Node:** Regional services the path of which does not concern sections of the metropolitan network. Operated every day except Sunday and holidays
- **No Node Holy:** Regional services the path of which does not concern sections of the metropolitan network. Operated on Sundays and holidays

The unit rates T<sub>B</sub> for each market sub-segment are shown below:

- Unit rates T<sub>B</sub> per market segment:

Market segment	T <sub>B</sub> (€/km)
Regional PSOs - No Node	1,736
Regional OSPs - No Node - HOLY	1,459
Technical	1,429

## 6.2.2 Guaranteed access to service facilities and supply of services

### 6.2.2.1 Passenger stations, with regard to the functional structures, travel information systems and suitable locations for ticketing services and other functional structures for rail operations

The rates are shown in the following table:

Service	Average users per day	Unit fee
Ticketing areas (€/m <sup>2</sup> per year)	>500*	117,82
	<500	68,34
Self-Service Ticketing (SST) and Desks (€/space per year)	>500*	447,72
	<500	259,71
Ticket-validation machines (€/space per year)	>500*	42,41
	<500	24,60

\*Category of station identified on the basis of average daily attendance, pending an assessment of whether each station belongs to the silver and bronze categories by comparison with the “Classification of railway installations open to the public” in use on the NFI.

### 6.2.2.2 Train coupling/uncoupling areas, including shunting facilities

The fee is 58,62 €/access.

### 6.2.2.3 Areas, facilities and buildings for the parking, stabling and storing of rolling stock

The charge for the service is based on a €/minute fee modulated by time slot for passenger services.

The consideration for the service is applied to the stopping time of each train in the origin and destination facilities of the path and in any intermediate facilities where services are provided that require a stopping time over and above the excess amount.

The stopping times, as recorded, are minus:

- the time required for performing the shunting operations – if any – regarding the train to/from the secondary sidings dedicated to the parking of the rolling stock;
- the time relating to the excess amount of the relevant transport segment (travellers 60 minutes).

Type of service	Unit fee (€/minute)
Day passengers	0,071
Night passengers	0,071

The day rate applies for stops between 6.00 and 22.00. The night rate applies for stops between 22.00 and 06.00. In the event stops for two time slots, the rate will be applied differently for the stop fee for each time slot.

If two rolling stock units of the same RU are parked on the same track at the same time, the parking fee is charged only once.

If the RU requests additional services, such as Parking, Pre-heating and Water supply, the fees for the additional services required shall be added to the fees for the parking service (excluding the excess amount).

The stopping service charge also includes the availability of functional areas for refuelling.

### 6.2.2.4 Refuelling facilities

This service is included in the stopping service above. In the event the service is provided during stops of less than 1 hour the RU shall not be required to pay any charge to the IM.

#### 6.2.2.5 Charge for rail infrastructure clearance in the case of the use of vehicles by a party other than the party causing the disruption

Reference is made to para. 2.4.4.2.

### 6.2.3 Complementary services

#### 6.2.3.1 Water supply

The fee for the service is shown in the table below:

Water supply	Unit price (€/supply operation)	Unit price (€/commercial tr*km)
Regional train	3,40	0,0045

This service does not include access to the stopping service.

#### 6.2.3.2 Assistance provided to disabled persons and Persons with Reduced Mobility (PMR)

No fee is charged for receiving trains on the first platform and for accessibility to the first platform of the station.

#### 6.2.3.3 Parking

The fee owed for the parking service corresponds to the cost of the vehicle's energy consumption. The consumption related to the individual parking service (in KWh) is calculated as the product of the power absorbed (in KW) times the number of parking hours, rounded to the nearest unit.

$$CONS_{\text{parking}} = \text{POWER} * \text{Nhours}$$

The for the individual parking service is therefore given by the following formula:

$$C_{\text{parking}} = \text{POWER} * \text{Nhours} * \text{COST}_{\text{energy unit}}$$

$$[\text{€/parking}] = [\text{KW}] * [\text{h/parking}] * [\text{€/KWh}]$$

The service does not include the parking service provided for in 6.2.2.3.

## 6.3 ECONOMIC FEES FOR NON-DESIGNATION/CONTRACTUALISATION/UTILISATION OF CAPACITY

### 6.3.1 Consequences of non-use of paths subject to a contractual agreement

Reference is made to paras. 4.6.3 and 4.6.4.

### 6.3.2 Fees for the non-designation of the RU by the non-RU Applicant and/or non-contractualisation of the paths by the RU

Reference is made to paras. 4.6.1 and 4.6.2.

## 6.4 PERFORMANCE REGIME

The performance quality incentive mechanism, known as the Performance Regime, based on the service deviations by all trains that run on the infrastructure during their journey, is activated.

The IM or RU shall be liable for deviations recorded by any train due to causes for which it is responsible.

The IM or RU shall be liable for all partial or total cancellations, made under operational management, for reasons within their control. A conventional delay of 120 minutes is attributed to each cancelled passenger train.

The delay recorded on departure from the place of origin of trains shall be valued in the same way as the deviations occurring along the entire route of the train according to the procedural rules for assigning delay causes, published on the company website.

The IM communicates to the RUs:

- PENALTY REPORTING, all the necessary data regarding its performance within the Performance Regime system.

At the close of the annual accounts, the IM accounts:

- the amount of penalties payable/receivable by the IM related to the delays caused by the IM itself or by the RU on its trains.

Within the “FSE BUEI CIR P 001 2” procedure for assigning causes of delay, determination of punctuality and performance regime, available on the company website, you can find the description of the above-mentioned procedure, in particular:

- Part I - general
- Part II – description of the process
- Part III - responsibility matrix
- Part IV – annexes

### 6.4.1 Description of the process

#### *Collection of circulation data*

Traffic data (scheduled and actual train arrival, departure or transit times) are recorded in the traffic support information system (Integrated Circulation Platform - PIC).

The system automatically receives programmed data from the timetable planning support applications and actual data from the field technology systems on the lines and in facilities. In particular, they are measured as follows:

- the arrival time as the occupation time of the parking cdb (binary circuit) where the train is received;
- the starting time as the time of occupation of the starting signal;
- the transit time (generally with a difference between arrival and departure time of less than 30”) as the time of occupation of the departure signal.

In the event that data cannot be recorded in this manner by field technology systems, the manner in which they are obtained (interpolation from neighbouring surveys) and any corrections used are identified and plotted on the PIC.

Any changes in the points and methods of detection of each installation must be communicated to the IT system operators well in advance, before the entry into operation in order to carry out the alignment and testing of the systems.

In the event of a malfunction or in the absence of traffic management information systems, the data is recorded manually by the Traffic Controllers (DM or DCO) on form M206 and communicated to the BUEI Operations Room, where the data is either entered in real time directly on the PIC or entered by the next day (off-line) by an appointed operator.

The deviations and related causes of delay entered by the Traffic Controllers are visible in real time on PIC and in full from the next day in the PIC system. The RU has access to the data of all trains with its own customer code.

### 6.4.2 Allocation and coding of causes of delay

#### *Attribution of causes of delay*

Each deviation is generated by an event that changes the train’s scheduled time. The cause of the deviation must be attributed by the Traffic Controllers (DM, DCO), if necessary in agreement with the DCCM, by assigning a delay code corresponding to different event categories.

Attribution of the cause of delay is compulsory for any deviation of more than 2 minutes and must be carried out in real time by the Traffic Controller by the end of their shift.

Within 1 working day after the train’s arrival at its destination, the IM/Operations Rooms may amend the data entered, correcting incorrect entries in the field systems and any missing or inconsistent data.

In addition, within 3 working days from the train’s arrival at its destination, also following the analysis of the traffic graphs and any technical checks, the IM/Operations Centre may enter or amend the cause of a deviation, formally communicating it to the RU concerned (also by means of IT systems).

The RU concerned may only contest delay codes for which it is responsible within 3 days.

### 6.4.3 Punctuality

The punctuality of trains is an indicator of rail service quality. Different indicators are used to measure it, related to the industrial or commercial aspects of the service and the different parties concerned (IM and RU).

### *Punctuality at destination*

With reference to the production process (path), a train is defined as punctual if it arrives at its destination within a punctuality threshold that varies according to the type of service (segment) of the train.

Punctuality indicators (KPIs) are defined as the percentage ratio between the number of trains in the segment in question arriving at their destination within the punctuality threshold (based on certain predefined parameters) and the total number of trains in circulation in the relevant market segment.

Consignments of empty rolling stock, isolated locomotives and all circulations that are not passenger trains are not taken into account when calculating punctuality.

The main KPIs monitored are:

- **actual punctuality** (or without exclusions), which is the ratio between the number of trains arriving at their destination within the threshold and the total number of trains in circulation (indicating by  $N_p$  the number of trains arriving at their destination within the threshold and  $N_c$  the number of trains in circulation; actual punctuality is equal to  $N_p/N_c*100$ );
- **IM punctuality**, which is the ratio between the number of trains arriving at their destination (whether inside or outside the threshold) excluding those arriving at their destination outside the threshold for reasons attributable to the Infrastructure Manager and the total number of trains in circulation (with  $N_{gi}$  indicating the number of trains arriving at their destination outside the threshold for IM reasons and  $N_c$  the number of trains in circulation; IM punctuality is equal to  $(N_c-N_{gi})/N_c*100$ );
- **RU punctuality**, which is the ratio between the number of RU trains arriving at their destination (inside or outside the threshold) excluding those arriving at their destination outside the threshold for reasons attributable to the Railway Undertaking and the total number of RU trains in circulation (with  $N_{if}$  indicating the number of trains arrived at destination outside the threshold for RU reasons and  $N_{cif}$  indicating the number of RU trains in circulation; RU punctuality is equal to  $(N_{cif}-N_{if})/N_{cif}*100$ ).

A train is considered to have arrived at its destination outside the threshold due to causes attributable to the IM, if the deviations attributed by the last on-time journey, with responsibility code attributed to the IM, are greater than the others. Similarly, a train is to be considered as having arrived at its destination outside the threshold due to causes attributable to the RU, if the deviations attributed by the last on-time journey, with responsibility code attributed to the RU, are greater than the others.

With parity of deviations allocated to causes attributable to the IM and to causes attributable to the RU, the train is to be considered as having arrived at its destination outside the threshold exclusively for causes attributable to the IM.

A train is considered to have arrived at its destination outside the threshold for external causes, if, since the last on-time journey, the deviations attributed with a code for external causes are greater than the deviations for the other causes.

For the analysis of service quality, the IM offers the option of producing punctuality indicators from the PIC system based on various parameters (punctuality time slots, train types, etc.) and criteria, in particular:

- **Standard A:** calculated by considering trains arriving on time that have exceeded the threshold due to external causes and due to maintenance and enhancement work (applicable to trains of one or more RU).

$$\% \text{ standard A} = (N_f + N_e + N_i) / N_c$$

With:

$N_f$  = number of trains arriving at destination within the threshold

$N_e$  = number of trains arriving at destination beyond the threshold with delays due to external causes

$N_c$  = number of trains operated

$N_i$  = number of trains arriving outside of the time slot with delays due to works done after the last deviation =0'

- **Standard B1** calculated by considering trains arriving on time that have exceeded the threshold due to external causes (applicable to trains of one or more RU)

$$\% \text{ standard B1} = (N_f + N_e) / N_c$$

With:

N<sub>f</sub> = number of trains arriving at destination within the threshold

N<sub>e</sub> = number of trains arriving at destination beyond the threshold with delays due to external causes

N<sub>c</sub> = number of trains operated

- **Standard B:** calculated by considering trains arriving on time that are beyond the threshold due to external causes and due to causes of other RUs (applicable to trains of only one RU).

$$\% \text{ standard B} = (N_{fRU} + N_{eRU} + N_{aRU}) / N_{cRU}$$

With:

N<sub>cRU</sub> = number of RU trains operated

N<sub>fRU</sub> = number of RU trains arriving within the time slot

N<sub>eRU</sub> = number of trains arriving outside the time slot with delays due to causes external to railway operations, occurring downstream of the last deviation = 0'

N<sub>aRU</sub> = number of RU trains arriving outside the time slot due to prevailing cause (defined in relation to the amount of delays caused downstream of the last deviation = 0') attributable to RUs other than the one owning the train

Standard B is used for the official measurement of the performance of trains of an RU.

- **%OS<sub>(0-5),L,i</sub>:** calculated for each line **L** and month **i** as the ratio between the number of trains arriving with a maximum delay of 5 minutes and the number of trains operated.

$$\%OS_{(0-5),L,i} = (T_{eff,L,i} + T_{rit,L,i} / T_{eff,L,i}) * 100$$

With:

T<sub>rit,L,i</sub> = number of trains with, at the destination station or at one of the relevant intermediate stations, the sum of the delay components related to IM, RU or other RU causes, greater than 5 minutes.

T<sub>eff,L,i</sub> = number of scheduled trains - number of totally or partially cancelled trains.

#### *Punctuality at relevant stations*

The FSE network lines and stations have been defined pursuant to Measure 7 of Annex A of Resolution No. 16/2018 of the Transport Regulatory Authority.

Annex 4 to the procedure "Attribution of causes of delay, punctuality determination and system performance" lists the relevant stations, identified according to the criteria.

The detection of punctuality at the stations defined as relevant in Annex 4 of the procedure for the attribution of causes of delay, determination of punctuality and performance regime "FSE BUEI CIR P 001 2" is carried out with the technological systems for detection and attribution of causes of delay.

#### *Cancellation (soppressione)*

In cases where a train is cancelled in whole or in part for one or more sections, the DCCM (Central Manager Movement Coordinator) shall enter the cancellation in the CIP using as the reason the cancellation codes indicated in the attached coding, and shall, if necessary, link the measure to the abnormality that has occurred.

Cancellation indicators are defined with reference to the aspects of service programme regularity.

Scheduled trains are considered to be those resulting from the annual timetable planning and VCOs, found in the information systems for each day.

### **6.4.4 Performance Regime**

The Performance Regime consists of a performance quality incentive mechanism based on the deviations recorded by all trains running on the FSE infrastructure. The IM or RU shall be liable for deviations recorded by any train, including trains belonging to a different RU, for reasons within their control, with application of penalties and distribution of rewards through an incentive system.

CIP technology systems have been activated to enable the reporting of economic flows according to the modalities described in the FSE BUEI CIR P-001-2 procedure "Attribution of causes of delay, determination of punctuality and performance regime".

The Performance Regime system takes into account the deviations recorded and attributed to the concerned parties (GI and RU) registered in the PIC, the sole system database.

For the purposes of the Performance Regime, the residual amount of unattributed deviations equal to or less than 2 minutes, and thus not associated with any abnormality, will be allocated in proportion to the deviations already attributed.

Causes detected will not be taken into account for the evaluation of deviations for the Performance Regime.

Pending the activation of information flows with the national CIP technological systems, KPIs and reports are currently temporarily produced within FSE using manual and technological systems for the detection of delays and the attribution of causes of delays. Such systems do not allow the processing of all the information necessary for the complete application of the Performance Regime.

#### *Valuation of delays*

All justified deviations relating to an abnormal event and all other deviations greater than 2 accrued by trains are valued according to the delay code assigned. If the difference between the maximum arrival delay at a station where commercial service is performed and the total of the attributed deviations considered is greater than 0, the difference is valued as delay minutes at the expense of the IM towards the RU owner of the train.

Each deviation considered is then multiplied by the base value ( $P_u$ ) and altered according to the type of service, the characteristics of the route where it occurred, the actual path's deviation from the planned path (particularly in stations where passenger service is provided) and specific coefficients relating to the relationships between individual RUs.

The base value of 1 minute of delay ( $P_u$ ) is 1 Euro

Deviations attributed to external causes and operating disruptions do not result in the valuation of delay minutes.

The system provides for two separate types of reports:

- Reports between the Infrastructure Manager and Railway Undertakings
- Reports between Railway Undertakings

#### *Performance Regime IM – RU*

The deviations that the train will undergo due to the IM (thus allocated with IM code) will be valued and summed up, thereby generating an economic flow from the IM to the RU.

The deviations that the train will suffer due to the RU owner of the train (therefore allocated with the train owner RU code) will be valued and summed up, thereby generating an economic flow from the RU to the IM.

$$PF1 = P_u * [ \sum (M_{IM} * C_t * C_{cat} * C_{rit}) + \sum (M_{NG} * C_{cat} * C_{rit}) ]$$

Flow from RU to IM

$$PF2 = P_u * \sum (M_{RU} * C_t * C_s * C_{cat} * C_{rit})$$

Each delay minute will then be multiplied by the coefficients relating to the path, the type of code and the type of service performed.

where:

- PF1 is the flow that the IM shall pay to the RU, and which must be calculated for each RU.
- PF2 is the flow that the RU shall pay to the IM, and which must be calculated for each RU.
- $P_u$  is the Performance Regime unitary penalty equal to 1.00 (one) Euro/minute.
- $M_{IM}$  are the minutes attributed to the Infrastructure Manager for attributed deviations valid for Performance Regime purposes.
- $C_t$  = Section coefficient
- $C_{cat}$  = Service category coefficient
- $C_s$  = Service type coefficient (defined on the basis of the type of service performed by the RU owning the train)
- $M_{NG}$  = Unjustified minutes. Maximum delay at a commercial location (with passenger service) - total attributed deviations considered (deviations related to abnormalities and deviations > 2')
- $M_{RU}$  = Deviations attributed to the Railway Undertaking owning the train

The values of the coefficients are given below:

### Section coefficient

	Correspondence per line	C <sub>t</sub>
1	Bari - Taranto	1
1bis	Mungivacca - Putignano	1
2	Martina Franca - Lecce	0.9
3	Novoli - Gagliano	0.8
4	Gallipoli - Casarano	0.7
5	Lecce - Gallipoli	1
6	Zollino - Gagliano	0.9
7	Maglie - Otranto	0.7

### Class coefficient

Timetable scheduled trains = 1

Train services carried out under operational management = 0.5

Other types of scheduled operations (sending, empty rolling stock, isolated locomotives, etc.) both scheduled and carried out under operational management = 0.25

### Service coefficient

RUs operating Regional and Special Transport Service = 1

RUs performing Market Service = 1

RU performing Freight Service = 0.5

### *Economic Flows IM - RU*

The annual economic flow between the IM and each RU shall not exceed 2% of the total access charge recorded during the year.

Any balance in favour of the IM will be allocated as follows:

- 50% to top up the reward system for companies that improve their performance;
- 50% will be used for infrastructure investment to improve punctuality performance.

### *Performance Regime between RUs*

Each RU shall pay to each other RU through the IM, the penalties corresponding to the sum of the value of the unitary Performance Scheme Penalty multiplied by the number of justified valid for the purpose of the Performance Scheme (PS) attributed to the responsibility of the RU itself suffered by the trains of the other RU, and by the number of cancelled trains due to the responsibility of the other RUs, by the values of the coefficients drawn from the respective tables, as defined in the following algorithm:

$$- PF3 = P_u * \sum (M_{AB} * C_t * C_{cat})$$

where:

- PF3 is the flow that the RU shall pay to the other RU, and which shall be calculated for each RU vis-à-vis each other RU.
- P<sub>u</sub> is the Performance Regime unitary penalty equal to 1.00 (one) Euro/minute.
- M<sub>AB</sub> are the minutes attributed to Undertaking A caused to trains belonging to Undertaking B valid for the purpose of the Performance Regime.
- C<sub>t</sub> = Section coefficient
- C<sub>cat</sub> = Category coefficient

### *Economic flows between RUs*

At the end of each year, the IM will calculate the balance of the credit/debit situation between the various RUs and report the balance for each RU. It will receive payments from the RUs with a negative balance and then pay the RUs with a positive balance.

### *Reward system*

The redistribution to the RUs of 50% of the balance payable to the IM will be based on the % of trains\*km developed in punctuality.

For each RU, the on-time commercial trains\*km (RU standard) of year X shall be considered, increased by a variable bonus according to the possible increase in performance (percentage increase of on-time trains\*km in year X compared to on-time trains\*km in year X-1) and of the RU punctuality standard in year X.

Each RU will receive a 50% share of the balance in favour of the IM, based on its own percentage of commercial train\*km developed in punctuality, compared to the total amount of train\*km developed in punctuality by all railway undertakings re-estimated according to the criteria of the reward system.

The reward system is shown below:

For each RU, the trains\*km in punctuality in year X are considered, multiplied by a reward coefficient.

Trains\*km in actual punctuality (RU A - year X) = trains\*km actual punctuality (RU A - year X) \* C<sub>reward</sub>

The C<sub>reward</sub> is calculated as follows:

$$C_{\text{reward}} = C_{\text{base}} + C_{\text{corrective}}$$

#### Base coefficient:

$$C_{\text{base}} = 0.005 * \text{Var} + 1$$

Each percentage change Var will be linearly multiplied by the constant 0.005 representing the additional bonus on the minimum value of the C<sub>base</sub> that corresponds to unity.

where:

- Var = is the percentage change of trains\*km in punctuality in year X compared to year X-1, calculated according to the formula:

$$\% \text{ Variation trains*km} = [\text{trains*km in actual punctuality (RU A - year X)} - \text{trains*km in actual punctuality (RU A - year X-1)}] / \text{trains*km in actual punctuality (RU A - year X-1)} * 100$$

If:

- Var ≤ 0% the C<sub>base</sub> will be set equal to 1;
- Var ≥ 100% the C<sub>base</sub> will be set equal to 1.50.

#### Correction coefficient:

$$C_{\text{corrective}} = 0.05 * (\text{Punct RU A} - 90)$$

Any percentage change in punctuality RU A obtained in the reference year with respect to the minimum punctuality RU (90%) will, in order to benefit from the corrective measure, be multiplied linearly by the constant 0.05 which represents the bonus linked to the level of punctuality obtained in the year.

where:

- Punct RU A = the punctuality of RU A in year X.

If:

- Punct RU A ≤ 90% the C<sub>corrective</sub> will be set equal to 0;

For each RU, the percentage of the fund to be redistributed will be:

$$\text{Trains*km actual punctuality (RU A - year X)} / \text{Trains*km actual punctuality (all RUs - year X)}$$

For punctuality, the RU punctuality value will be used.

If only one RU circulating on the FSE network, the reward system does not apply and 50% of the balance in favour of the IM will be allocated to the RU.

