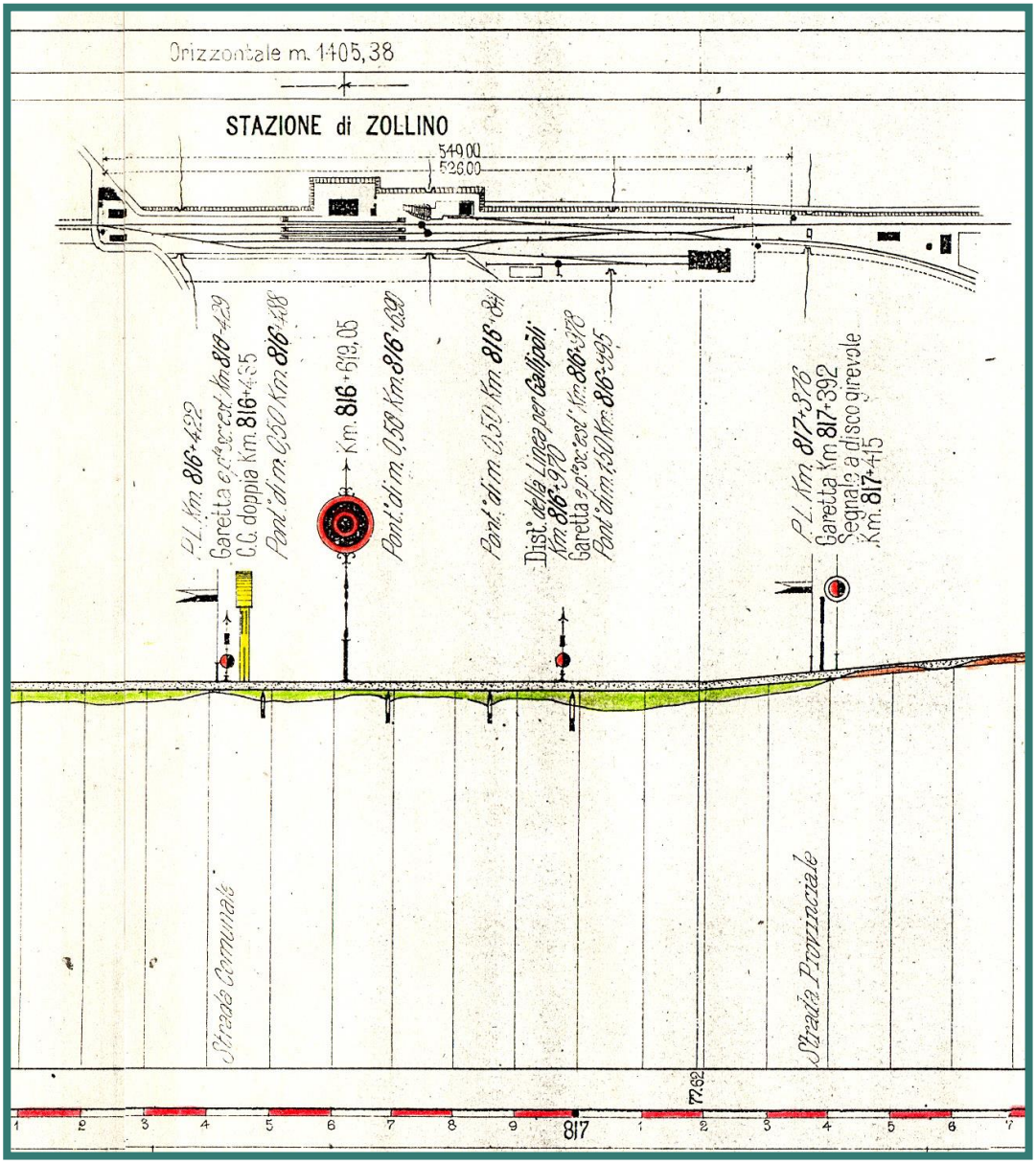
FERROVIE DEL SUD EST

GRUPPO FERROVIE DELLO STATO ITALIANE

Network Statement 2023



December 2021 edition

PIR 2023

Legal provision AD/232 (09/12/2021)

Summary table of the modifications to the 2023 PIR

General Reviews	Par.
Annex 1 changed with additions regarding timing for infrastructural, technological and safety interventions	All. 1
Service Facilities Description annex changed	All. 7
Bari Sud Est station annex changed	All. 8
Mungivacca station annex changed	All. 9
Putignano station annex changed	All. 10
Martina Franca station annex changed	All. 11
Operational Agreement sent to the Authority with note AD/219 of 3.9.2020, concerning the assignment of essential functions to RFI	1.1
Added "Authorisation Title" to the term glossary	1.9
Added "Allocation Body" to the term glossary	1.9
Replaced IM with AB	3.7, 4.4
Contents of chapter 4 formulated, for the parts of remit, by RFI Spa, in its functions as AB.	da 4.1 a 4.4.7
Performance Regime	6.4
Integration to the description of the PRM assistance service;	5.4.6
Adjustment of PMdA and extra PMdA rates to be defined during 2022;	6.1
Terminology correction (ANSFISA, PRM);	
Added safety certificate in RU documentation;	2.3.1.1
Amendment to contract termination communication by registered letter or company certified e-mail;	2.3.1.6
Management rule change;	2.4.2
Correction regarding the information given by the IM regarding capacity reductions;	2.3.2.5
Correction of the harmonisation process-reduction of flexibility margins only for passenger services;	4.4.3
Line speed clarification;	3.3.2.4
Adjustment to EU DD 2017/2075 regarding planned capacity restriction programs;	4.5
Integration of traffic information to be guaranteed to RUs;	5.2

New addictions/removals	Par.
Legal Framework - ref. Commission Regulation (EU) 1300/2014	1.3
Legal Framework - ref. to the Authority resolution 119/2020	1.3
Legal Framework - ref. to the Authority resolution 156/2020	1.3
Legal Framework - ref. to the Authority resolution 190/2020	1.3
Added agreement concerning the assignment of essential functions to RFI	1.3
Addition of the reference to Ministerial Decree April 16, 2018 on "Identification of regional railway lines of relevance to the national rail network"	1.3
Contact information with Authority	1.4.3
Integration to ordinary update	1.6.2
Integration to extraordinary update	1.6.2
IM punctuality performance indicator	2.4.2
RU punctuality performance indicator	2.4.2
Monitoring system to enhance the %SO punctuality indicator (0-5)	2.3.4
Clarification regarding compliance with the minimum condition of regularity and punctuality of PSO services in accordance with the requirements of the service contract (CdS) with the Puglia Region	2.3.2.2
Clarifications on communications between RU and IM regarding discrepancies due to speed performance degradation	2.4.2
Punctuality in significant stations	2.4.2
References to Regulation (EC) 1371/2007 and to Authority resolution no. 106/2018.	2.4.3
Addition of the RNE standard form	3.6.9

Addition of the Table of the percentage of the fee to be paid to the IM in case of non-use of the contracted tracks	4.6.3
Information for consulting the annexes	5.3.4
Assistance to PRM pursuant to Regulation (EC) No. 1371/2007	5.4.6
Introduction to the Performance Regime	6.1
Exemption from providing guarantees for RUs carrying out local PSOs on the basis of a Service Contract with the Puglia Region.	2.3.1.2
Adjustment of the legal framework;	1.3
Added timing of entry into service of the IT system in force in the NRI;	2.3.2.2
Annex 12 - CMQ Liability Services of the IM;	All. 12

Modifications	**Par.**
Clarifications on train-line compatibility	2.7
Clarification regarding the commercial access conditions	2.3
Clarification regarding the infrastructure use contract	2.3.1
Timing adjustment for billing	2.3.1.8
Changes to public announcements	2.3.2.8
Addition of the "market passenger trains" service	2.4.2
Change in the morning commuter interval	2.4.2
Addition of the "Non-commuter regional trains" service	2.4.2
Amendments to traffic management principles	2.4.2
Clarification on maintenance centres, washing platforms and hazardous freight;	3.6.5-5.3.5-2.6
Change to the contact path of the Allocation body (RFI);	1.8

SUMMARY

Annexes

1- Infrastructure description
2- Facility features
3- Maintenance intervals
4- Line capacity utilisation table
5- Standard infrastructure use contract
6- Performance bond scheme - Civil Liabilities Policy
7- Service Facilities Description (RailNetEurope standard form - RNE)
8- Bari Sud Est station
9- Mungivacca station
10- Putignano station
11- Martina Franca station
12- CMQ Liability Services of the IM;

CHAPTER 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 with the aim of carrying out business activities in the sector of passenger transport by rail and bus within the Apulia region.
The right of access to the infrastructure is also allowed for freight, already carried out in previous years.

This equity structure follows the transfer of shareholding carried out on 28 November 2016 with which the transfer to Ferrovie dello Stato Italiane of the ownership of the entire shareholding of Ferrovie del Sud Est and Servizi Automobilistici Srl, previously held by the Ministry of Infrastructure and Transport.

Ferrovie del Sud Est is currently an integrated operator that provides a local public rail and road transport service, this service includes both operating activities and maintenance of the infrastructure, plants and rolling stock.

The Company offers public rail passenger transport services on the infrastructure managed by the same, it also provides local public passenger transport services by bus on the territory of the Apulia Region, ensuring the connection between about 130 municipalities in the Apulia region.

These activities are carried out by Ferrovie del Sud Est on the basis of a public service contract signed with the Apulia region on 21 December 2009, filed at no. 011020 in the 29 July dossier, which, in view of the provision of the services identified above by the Company, requires recognition to the same of an annual service fee adjusted annually to the inflation rate. The duration of the contract, initially set at six years, was extended until 31 December 2021 with Executive Determination no. 100/2014, and Regional Resolution 1453 of 2013.

FSE and its network have been included in the list enclosed with 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 application of Legislative Decree 50/2019 containing "implementation of the directive 2016/798 of the European Parliament and of the Council, of 11 May 2016, on railway safety";

In light of this new legislative panorama, they must separate the infrastructure manager and the railway company, adopt a safety management system, acquire the authorisations and safety certification and carry out the monitoring of their processes related to operational safety.
Pending the authorisation, the FSE infrastructure manager performs his functions according to the minimum requirements imposed by the ANSFISA with note 9956/2016 of 09/16/2016.

In compliance with the provisions of Legislative Decree n. 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 subjects potentially requesting access to local infrastructure and connected services.
The Operational Agreement was approved by the Puglia Region with DGR 1252/2020 of 4.8.2020, transmitted to the Authority with note AD/219 of 3.9.2020, concerning the assignment of essential functions to RFI, in as a third party, pursuant to article 11, paragraph 11 of legislative decree 112/2020.

1.2 OBJECTIVE

In accordance with the provisions of Legislative Decree no. 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 Council of 14 December 2016, amends Directive 2012/34 of the European Parliament and Council of November 21, 2012, relating to the establishment of a single European railway area, this document aims to achieve the objective of providing interested parties with all the elements necessary for their correct bid planning.
To this end, it contains an explanation:

- of the characteristics of the available infrastructure and the conditions of access to it;
- of the principles, criteria, procedures, methods and references relating to the toll fee and the fees due for the provision of services provided by FSE;
- of the criteria, procedures, methods and terms relating to the system for allocating infrastructure capacity and the provision of the services offered;
- of the rules for the use of railway infrastructure and related services.

1.3 LEGAL FRAMEWORK

Regional sources

- Service contract with the Apulia region signed on 21/12/2009, file no. 0110120 of 29 December 2009 and extended by Executive Determination no. 100/2014 and resolution of the Regional Council 1453 of 2013.
- Puglia Region DGR 1252/2020 of 4.8.2020, concerning the assignment of essential functions to RFI, in as a third party, pursuant to article 11, paragraph 11 of legislative decree 112/2020.

Community sources

- Directive 2001/12/EC of the European Parliament and 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 Council of 26 February 2001 amending Council Directive 95/18/EEC the licensing of railway companies;
- Directive 2001/14/EC of the European Parliament and Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure and safety certification;
- Directive 2004/49/EC of the European Parliament and Council of 29 April 2004 on safety on the Community's railways and amending Council Directive 95/18/EC on the licensing of railway companies and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure and safety certification;
- Directive 2004/51/EC of the European Parliament and 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 Parliament and Council, amending Council Directive 91/440/EC on the development of the Community's railways and Directive 2001/14 on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure;
- EC Regulation no. 1370/2007 of 23 October 2007 relating to public road and rail passenger transport services which repeals EEC Council regulations no. 1191/69 and EEC n. 1107/70;
- EC Regulation no. 1371/2007 of 23 October 2007, relating to the rights and obligations of passengers in rail transport; (valid until 7 June 2023, the date on which it will be replaced by EU Regulation 782/2021 of 29 April 2021 relating to the rights and obligations of passengers in rail transport);
- EC Regulation no. 913/210 of 22 September 2010, relating to the European rail network for competitive freight;
- Directive 2008/110/EC of the European Parliament and Council of 16 December 2008 amending Directive 2004/49/EC relating to the safety of Community railways (Railway safety directive);
- Decision 2011/633/EU relating to the Infrastructure Register;
- Directive 2012/34/EU of the European Parliament and Council of 21 November 2012 establishing a single European area;
- Commission Regulation (EU) 1300/2014 of 18 November 2014 on the technical specifications for interoperability relating to accessibility of the Union's rail system for persons with disabilities and persons with reduced mobility.
- Commission Implementing Regulation EU 2015/10 of 6 January 2015 relating to the criteria for railway infrastructure capacity applicants and repealing EU Implementing Regulation no. 870/2014;
- EU Regulation 2016/545 of the Commission on the procedures and criteria relating to the framework agreements for the allocation of railway infrastructure capacity;
- European Parliament and Council Regulation EU 2016/796 of 11 May 2016, establishing a European Union Agency for Railways and repealing EC Regulation No. 881/2004;
- EU Directive 2016/797 relating to the interoperability of the European Union rail system, implemented in Italy with legislative decree 57/2019;
- EU Directive 2016/798 on railway safety implemented in Italy with Legislative Decree 50/2019;
- EU Implementing Regulation 2018/1795 establishing the procedure and criteria for applying the balance test;
- Directive 2016/2370/EU of the European Parliament and Council of 14 December 2016, which amends Directive 2012/34/EU as regards the opening of market to national rail passenger transport services and the governance of the railway infrastructure;

- EU Regulation 2017/2177 of the Commission on access to service facilities and rail services;
- EU Delegated Decision 2017/2075 of the Commission of 4 September 2017, which replaces Annex VII to Directive 2012/34 EU of the European Parliament and Council establishing a single European railway area.
- EU Implementing Regulation 2018/1795 which establishes the procedure and criteria for the application of the economic equilibrium examination pursuant to Article 11 of EU Directive 2012/34 of the Parliament and Council.
- EU Regulation 782/2021 of 29 April 2021 relating to the rights and obligations of passengers in rail transport;

National sources

- Law n. 146 of 12 June 1990 (and subsequent amendments and additions) "Rules on the exercise of the right to strike in essential public services and on the protection of the rights of the person constitutionally protected. Establishment of the Commission to guarantee the implementation of the law ";
- Legislative Decree no. 422 of November 19, 1997 (and subsequent amendments and additions) "Assignment to the regions and local authorities of functions and duties relating to local public transport";
- Ministerial decree 109/T of 3 November 1999 "Implementation of art. 3, paragraph 1, lett. d) of Legislative Decree 422/97;
- Prime Ministerial Decree of 16 November 2000 "Identification and transfer to the Regions of resources for the exercise of the functions and duties conferred pursuant to art. 9 and 12 of Legislative Decree no. 422 of 19 November 1997 regarding LPT;
- Law no. 388, of 23 December 2000 art. 131, paragraph 1 "Provisions relating to rail transport and application of current legislation on rail contracts";
- Legislative Decree no. 162 of 10 August 2007 "Implementation of Directives 2004/49/EC and 2004/51/EC relating to the safety and development of Community railways"
- Legislative Decree no. 163 of 10 August 2007 "Implementation of Directive 2004/50/EC amending Directive 96/48/EC and 2001/16/EC relating to the interoperability of the trans-European rail system";
- Ministerial Decree no. 81T of 19 March 2008 "Railway traffic safety directive";
- ANSFISA Decree no. 1 of April 6, 2009 (and subsequent amendments and additions) "Powers on railway traffic safety";
- Ministerial Decree of February 2, 2011 "Identification of the requirements for the issue of the national passenger license for the performance of passenger rail services with origin and destination in the national territory (O.J. 07 April 2011);
- Legislative Decree 43 of March 24, 2011 "Implementation of Dir. 2008/110/EC which modifies the Dir. 2004/49/EC relating to the safety of Community railways;
- Law no. 214 of 22 December 2011 "Conversion into law, with amendments, of Legislative Decree no. 201 of 6 December 2011, containing urgent provisions for the growth, equity and consolidation of public accounts" (art. 37);
- Law no. 27 of 24 March 2012 "Conversion into law, with amendments, of Legislative Decree no. 1 of 24 January 2012, containing urgent provisions for competition, infrastructure development and competitiveness" (articles 36 and 37);
- Italian Presidential Decree August 9, 2013 "Appointment of Transport Authority members";
- Ministerial decree April 5, 2013 "Definition of energy-intensive businesses" (O.J. 18 April 2013);
- Legislative Decree n. 70 of 17 April 2014 "Disciplinary regulation for violations of the provisions of Regulation (EC) no. 1371/2007, relating to the rights and obligations of passengers in rail transport";
- Legislative Decree 112 of 15 July 2015 Implementation of Directive 2012/34/EU of the European Parliament and Council, of November 21, 2012, which establishes a space single European railway (Recast);
- Ministerial decree of 5 August 2016 "Identification of the railway networks falling within the scope of Legislative Decree 15 July 2015, no. 112, as amended by Legislative Decree 139/2018 for which the functions and tasks of programming and administration are attributed to the Regions" (O.J. 15 September 2016)
- Law 20 November 2017, n. 167 "Provisions for the fulfilment of the obligations deriving from Italy's membership in the European Union"
- Legal Decree 50/2017 converted with law of 21 June 2017 n. 96;
- Law 16 November 2018 no. 130 containing "Conversion into law, with amendments, of law decree no. 109 of September 28, 2018, containing urgent provisions for the city of Genoa, the safety of the national infrastructure and transport network, the seismic events of 2016 and 2017, work and other emergencies";
- Legislative Decree 23 November 2018 n. 139 Implementation of EU Directive 2016/2370 of the European Parliament and Council of 14 December 2016, which amends Directive 2012/34/EU as regards the opening of the market for national passenger transport services by rail and the governance of the railway infrastructure (O.J. General Series n.297 of 22 12 2018);

- Ministerial Decree dated 16 April 2018 on "Identification of regional railway lines of relevance to the national rail network"
- Legislative Decree 50/2019 containing "implementation of the directive 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety";

Regulatory resolutions

- Transport Regulation Authority Resolution no. 70 of 31 October 2014 (published on 5 November 2014) "Regulation of fair and non-discriminatory access to railway infrastructures and start of the procedure for defining the criteria for determining the toll for the use of railway infrastructures".
- Transport Regulation Authority Resolution no. 96 of 13 November 2015 containing "Criteria for determining the fees for access and use of the railway infrastructure";
- Resolution of the Transport Regulation Authority no. 16 of 8 February 2018 containing "Minimum quality conditions for passenger transport services by rail, national and local, characterised by public service obligations pursuant to article 37, paragraph 2, letter d), of the decree law 6 December 2011, n. 201, converted, with modifications, by law 22 December 2011, no. 214, initiated with Resolution no. 54/2015. Conclusion of the Procedure.
- Resolution of the Authority no. 106/2018 setting forth "Measures concerning the minimum content of the specific rights that the users of rail transport services characterised by public service obligations may require vis-à-vis the managers of railway services and infrastructures";
- Resolution of the Transport Regulation Authority no. 98/2018 of 11 October 2018 setting forth "Measures concerning access to service facilities and railway services".
- Resolution of the Regulation Authority no. 130/2019 of 30 September 2019- Conclusion of the procedure launched with resolution no. 98/2018 "Measures concerning access to service facilities and railway services".
- ANSFISA note 9956/2016 of 09/16/2016 "Urgent measures relating to the safety of railway operations on regional networks pursuant to the decree of August 5, 2016 of the Ministry of Infrastructure and Transport"
- Resolution no. 119/2020, indicating: "2021 Network Statement presented by Ferrovie del Sud Est and Servizi Automobilistici S.r.l. Indications and requirements relating to the 2021 Network Statement and the preparation of the 2022 Network Statement";
- Authority Resolution no. 156/2020 bearing «Conclusion of the procedure initiated with resolution no. 86/2020. Approval of the "Method for examining the economic fairness of public service contracts pursuant to art. 12 of Legislative Decree 112/2015 and art. 14 of Commission Implementing Regulation (EU) 2018/1795 "
- Authority Resolution no. 190/2020 indicating "Indications and requirements relating to the 2022 network statement presented by Ferrovie del Sud Est and Servizi Automobilistici S.r.l., as well as relating to the preparation of the tariff proposal relating to fees and charges"
- Authority Resolution no. 28/2021 containing "Measures concerning the minimum content of the specific rights that users of rail and bus transport services can demand from service managers and related infrastructures with regard to claim management";

1.3.1. Service contract

The services identified by the Regions are governed by service contracts which are assigned according to current legislation. In this way the mutual commitments between the Region and the company responsible for providing the service are formalised.
In order to meet the program of services requested, FSE has adopted, in compliance with the regional law on the regulation of local public transport, a special regulation which determines the services provided in a transparent and detailed manner.

The Service Contract with the Apulia Region, signed on 21 December 2009 for the operation of the railways pursuant to art. 8 of Legislative Decree 422/97, valid for six years, renewable, unless cancelled, regulates the reciprocal obligations and the methods of execution of the supplementary and/or substitute public transport and rail transport services exercised by the FSE Company on the lines specified in the Reference annex and with related programs and schedules. The current Service contract, which has already been extended, expires in December 2021.

1.4 LEGAL STATUS

1.4.1 General information

The Network Prospectus (NS) is drawn up by the IM in accordance with art. 14 of Legislative Decree 112/15 and subsequent amendments and additions after consulting the concerned parties, following the indications and

instructions formulated by the Transport Regulation Authority (TRA) and published in the terms prescribed by art. 14, paragraph 5 of the same Legislative Decree 112/15 as amended by Legislative Decree 139/2018.

1.4.2 Legal validity

The NS thoroughly sets out the rights and obligations of the IM and of the Applicants, with regard to the request/allocation of capacity/lines, the use of the railway infrastructure and the provision of the services connected to it, as well as the fees due. The Network Prospectus assumes, also for the purposes of the provisions of art. 6, paragraph 1, lett. *c)*, 14 and 25 of Legislative Decree 112/15 and subsequent amendments and additions, the validity of the rules and general conditions governing the individual contractual relationships between the IM and those who will sign the individual contracts for the use of the railway infrastructure.
The NS is published on the FSE website and therefore constitutes an integral and substantial part of the individual User Agreements and for these purposes, without prejudice to the provisions of paragraph 1.6.2 below, with the signing of the same contracts, the applicant certifies a full and unconditional acceptance of the provisions contained therein.

1.4.3 Appeal to the Regulatory Body

In accordance with the provisions of art. 37 paragraph 2, Legislative Decree 112/15 and in art. 37 of the decree-law 6 December 2011, no. 201 (converted into law, with amendments, by law no. 214 of 22 December 2011) for any disputes concerning the interpretation and/or application of the Network Prospectus, each Applicant can apply to the Regulatory Body (Transport Regulation Authority - TRA), by forwarding the request to the following e-mail address: pec@pec.autorita-trasporti.it

Contacts:

Transport Regulation Authority - TRA
Via Nizza 230, 10126 Turin
Telephone: +39 011.19212.500
Certified email: pec@pec.autorita-trasporti.it

1.5 NS OUTLINE

In order to fully describe what is indicated in paragraph 1.2, this document is divided into six chapters organised as follows:
Chapter 1 - **General information on the characteristics of the document;**
Chapter 2 - **Conditions of access to the infrastructure**: it describes the methods of access, use of the railway infrastructure and management of the contract, according to the national legislation in force and the contractual conditions defined by the IM;
Chapter 3 - **Infrastructure features**: It illustrates the main infrastructural characteristics necessary for a correct planning of capacity requests;
Chapter 4 - **Capacity allocation**: it describes the process of requesting and allocating capacity in terms of timing, priority criteria and type of request;
Chapter 5 - **Services**: it describes the services included in the infrastructure usage fee, as well as those that the operator provides to the company upon payment of additional fees;
Chapter 6 – **Rates and performance regime**: it describes the reporting rules applied in the management phase of the contract for the use of the railway infrastructure and the system for calculating and collecting the fees connected to the use of the same, including the services not included in the usage fee.

This Network Prospectus has been prepared in accordance with the indications provided in the RNE *Network Statement Common Structure*. In this way, Applicants from different countries can access similar documents, each finding information in the same position as the respective NSs.

1.6 NS VALIDITY AND EXTRAORDINARY UPDATE PROCEDURES

1.6.1 Period of validity

This document contains:

- the rules and procedures governing the requirements for the capacity request and those relating to the capacity allocation process that have been applied with reference to the service timetable in force from 12 December 2021 - 10 December 2022;

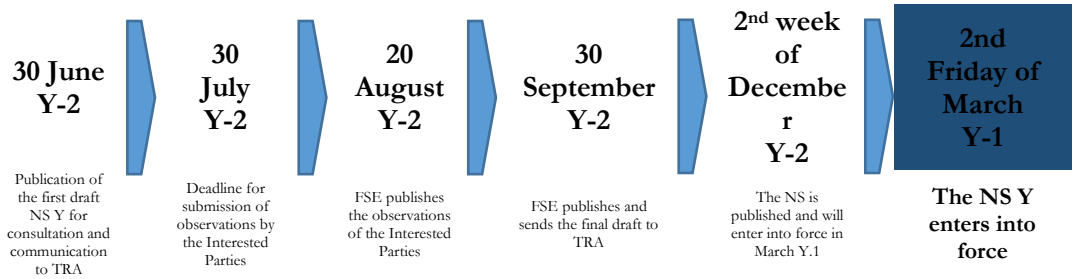
- the rules and information that apply to the service timetable in force from 12 December 2021 - 10 December 2022 and that govern the obligations and responsibilities of FSE-IM and RU/Applicants with reference to the subscription and execution of the negotiation contracts (User agreement).

1.6.2 NS Update

Ordinary update

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

The ordinary updating procedure of this document takes place according to the following obligations and the following schedule:
a) by 30 June of year Y-2, IM prepares and publishes the first draft of the Y NS, with the modified parts of the text highlighted in different colours (with reference to the current NS), including a report containing the reasons of the changes introduced, and submits it to the examination of all interested parties, through a transparent and non-discriminatory consultation process, which provides for the deadline of 30 July of the year Y-2 for the formalisation of any observations by the parties participants in the consultation;
b) by 20 August of the year Y-2, IM publishes the comments received from the interested parties;
c) by 30 September of the year Y-2, IM publishes and sends the final draft of the NS Y to the TRA, with the modified parts of the text highlighted in different colours (with reference to the current NS) respectively at the request of the subjects previously consulted and on its own initiative, together with an accompanying report that illustrates the meanings and assessments underlying the changes introduced, as well as the reasons for accepting or rejecting the comments made by each of the subjects who participated in the consultation;
d) by the second week of December of the year Y-2, IM publishes the NS Y, which concerns the conditions inherent in the contractual relationships that will develop starting from the capacity requests for the operating hours starting from December (Y -1) to December (Y); the name of the document must be "Y Network Statement"
e) The NS Y enters into force on the second Friday of March of year Y-1
The aforementioned publication obligations are considered fulfilled with the publication on the IM website.



Extraordinary update

Any changes to this document that concern the implementation of the timetable from 12 December 2021 to 10 December 2022 as a consequence of changes in the standard and/or regulatory framework of reference and, for specific reasons of the adequately motivated IM, will be subject to specific updating and will be incorporated into this NS. These changes will be summarised in a summary table containing the following information:
• date of change;
• date of validity;
• indication of the changed paragraph;
• subject of the change.

Each change will be communicated to the TRA and to all interested parties, enclosing a report that illustrates the reasons, at least 30 days in advance of their entry into force, or the date of publication of the same on the FSE website (www.fseonline.it).

In particular, the tariff framework set out in Ch. 6 may be modified following the completion of the compliance verification of the tariff proposal carried out by the Regulatory Body.

1.7 NS PUBLICATION, DISTRIBUTION

This document, written in Italian and published in Italian and English, is available in free electronic format on the IM website: www.fseonline.it. In case of interpretative conflict between the different versions, the Italian text prevails.

1.8 CONTACTS

All communications with the body entrusted with the tasks of carrying out the essential functions can be forwarded to RFI on the website www.rfi.it through the following path: Home>Services>Network access>Contacts;

1.9 TERM GLOSSARY

FRAMEWORK AGREEMENT
general agreement, legally binding by public or private law, which defines the rights and obligations of an Applicant and the IM, in relation to the infrastructure capacity to be assigned and the fees to be collected for a period longer than the validity of service hours

FRAMEWORK AGREEMENT FOR LOCAL PUBLIC TRANSPORT SERVICES
general agreement, legally binding by public or private law, which defines the rights and obligations of an Applicant and the IM, in relation to the infrastructure capacity to be assigned to local public transport customers and the fees to be collected for a period longer than the validity of service hours

ANSFISA - National Agency for the Safety of Railways and Road and Motorway Infrastructures;
national body to which the duties of Safety Authority for the Italian railway system referred to in Chapter IV of Directive 2004/49/EC are assigned

ALLOCATION BODY
third party entrusted with the performance of the essential functions referred to in Article 3, paragraph 1, lett. b septies of the Legislative Decree dated 15/07/2015 no. 112

DEPOT AREA
areas specifically intended for the temporary storage of railway vehicles between jobs

HARMONISATION
process of processing the requests for train routes aimed at the compatibility of the requests received

CAPACITY ALLOCATION
process through which requests are processed and the allocation of capacity of a specific railway infrastructure by the IM is defined.

LICENSING AUTHORITY
national body responsible for issuing licenses in the railway sector. The Ministry of Infrastructure and Transport is the national body responsible for issuing licenses to railway companies based in Italy.

BU.EI
FSE Infrastructure Management Business Unit (IM)

BU.TF
FSE Railway Transport Business Unit (RU)

USE FEE (TOLL)
fee due by RU for the use of each individual track and for the services connected to it.

INFRASTRUCTURE CAPACITY

scheduling potential of the train routes required on an element of the infrastructure for a certain period.

FRAMEWORK CAPACITY
infrastructure capacity allocated under a framework agreement.

F.S.E. SERVICE CHARTER
document adopted by the Company to declare its commitments towards customers, relating to factors, indicators and quality standards.

SINGLE SAFETY CERTIFICATE
document certifying that the railway company has developed its own safety management system and is therefore able to meet the relevant provisions of Community legislation and national safety standards for the purpose of risk control and the provision of transport services on the network in safe conditions.

NORMAL TRAIN COMPOSITION
train composition which guarantees performance at least equal to that of the typical composition of the scheduled train route in the contract for the use of the railway infrastructure.

RAILWAY INFRASTRUCTURE USE CONTRACT
also referred to as the Contract, the deed under which each RU is allowed to use the railway infrastructure in terms of train routes. Contracts may have a duration shorter than or equal to the service hours.

CONNECTION CONTRACT
contract between the infrastructure manager and the owner or operator of the connected facility that regulates the management of the traffic between the railway infrastructure and the connected facility and the safety checks on the state of the connection.

COORDINATION
the procedure whereby the IM and applicants seek to resolve situations where conflicting infrastructure capacity requests exist.

DEVIATION
modification of the train route with respect to the assigned track.

CANCELLATION
formal communication by the RU relating to the desire not to use a track previously requested and assigned.

DURATION OF THE INFRASTRUCTURE USE CONTRACT
period between the date of the execution of the first track and the last and any related services

EXECUTION
provision for the use of tracks requested by RU or assigned by IM.

OPERATIONS MANAGEMENT
activities exclusively reserved to the accredited RU and IM referents, present in the territory and identified in the contract of access to the infrastructure limited in time by 4 calendar days until the service is performed.

INFRASTRUCTURE MANAGER (IM)
person in charge, in particular, of the construction, management and maintenance of the railway infrastructure, including traffic management, control-command and signalling. The tasks of the infrastructure manager for a network or part of it can be assigned to different subjects with the constraints defined in the current European Union rules and in legislative decree no. 112/15 as amended by legislative decree 139/2018. .

FACILITY
functional structure designed to ensure the arrival and departure of trains and, possibly, technical-commercial operations, as well as their stationing.

SERVICE FACILITY
facility, including land, buildings and equipment, specially equipped, totally or partially, to allow the provision of one or more services referred to in article 13 paragraphs 2, 9 and 11 of Legislative Decree 112/15.

CONNECTED FACILITY
facility, owned by someone other than IM, where industrial or logistical activities are carried out, including ports and industrial development areas, connected to the Railway Infrastructure through a link.

RAILWAY COMPANY (RU)
any public or private license holder whose main activity consists in the provision of services for freight and/or passenger transport by rail and which obligatorily guarantees traction; Also included are companies that provide traction only.

COMPANIES OPERATING IN RAILWAY PASSENGER TRANSPORT SERVICES
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
infrastructure defined in Annex 1 of Legislative Decree No. 112/15 and subsequent amendments and additions.

LIMITED CAPACITY INFRASTRUCTURE
sections of the railway infrastructure that are characterised by a degree of utilisation close to saturation.

SPECIALISED INFRASTRUCTURE
infrastructure designated by the IM, after consulting the interested parties, on which it is possible to assign capacity as a priority to a specific type of traffic.

SATURATED INFRASTRUCTURE
section of the rail network infrastructure where, even after coordinating the various requests for capacity allocation, it is not possible to fully satisfy the demand, even if only in certain operating periods.

LICENSE
authorisation, valid throughout the European Union, issued by the appropriate authorities of the Member States to a company recognised as a RU with which the performance of rail transport services is legitimised; the license may be limited to the provision of certain types of services.

RAILWAY LINE
infrastructure that connects at least two locations.

HEAVY MAINTENANCE
activity that is not carried out regularly in the framework of daily operations and that requires the removal of the vehicle from the service.

HAZARDOUS FREIGHT
materials or substances that can present a danger to people, animals and the environment. Hazardous freight is governed by the international legislation on the matter (RID - Regulation concerning international hazardous freight) which classifies these substances.

TRACK CHANGE
time variation of the original track, keeping the route unchanged

LINE MODULE
maximum length of a trainset in function of passenger service, crossings and precedence in the circulation tracks of the service locations.

CURRENT OPERATING REGULATIONS
set of regulations, provisions, instructions in force, which compulsorily govern the management of the business on the IM network.

FACILIY OPERATOR
public or private entity responsible for the management of one or more service facilities or for the provision of one or more services to railway companies referred to in article 13, paragraphs 2, 9 and 11 of Legislative Decree 112/15.

INTERVAL SERVICE TIMETABLE
succession of trains of identical characteristics, at constant intervals of up to two hours.

SERVICE TIMETABLE
data that define all the scheduled movements of trains and rolling stock on the IM infrastructure during its validity period.

REGULATORY BODY
Transport Regulation authority established by article 37 of the decree-law 6 December 2011, no. 201, converted, with amendments, by law 22 December 2011, no. 214, as amended by article 36 of the decree-law 24 January 2012, no. 1, converted, with amendments, by law 24 March 2012, no. 27, which is also the national regulatory body referred to in Article 55 of Directive 2012/34/EU of the European Parliament and Council.

ALTERNATIVE ROUTE
different route between the same origin and the same destination, it being understood that between the two routes there is an interchangeability relationship for the purposes of the railway company's management of the freight or passenger transport service in question.

MONITORING PERIOD
fixed period of time to compare the framework capacities and the remaining spare capacities in order to inform potential applicants for framework agreements of the indicative assigned framework capacity and available capacity.

CAPACITY ENHANCEMENT PLAN
measure or a series of measures with an implementation timetable aimed at remedying the capacity limitations which lead to declaring a section of the infrastructure being saturated.

REASONABLE PROFIT
rate of return on own capital, which takes into account the risk, also in terms of revenue, or the lack of such risk, assumed by the operator of the service facility and which is in line with the average rate for the sector concerned in the last years.

SHUNTING SCHEDULE
document defined by the person providing the shunting services, approved by IM on the occasion of the activation of each timetable and updated in correspondence with significant variations of the tracks belonging to the facility in which the shunting operations necessary for all trains that affect the facility itself are planned.

STATION SCHEDULE

document defined by the IM that represents the occupation of the station tracks.

DAILY SCHEDULE
all the tracks purchased by RU, referring to the single day in the period of validity of the contract.

CLOCK POINTS
typical network points where the train passage times are recorded.

TIMETABLE BOARDS
posters prepared by the IM and posted in all station/ stops of the railway infrastructure illustrating the arrival/departure schedule of the station/stop concerned as well as the tracks scheduled for the reception of the trains.

CONNECTED
company holding the connection contract.

CONNECTION
track that extends from the switch to the railway infrastructure up to the connected facility.

NETWORK
entire railway infrastructure managed by an Infrastructure Manager.

ACCREDITED REFERENT
individual designated by the IM and the RU responsible for carrying out certain activities specified in this document.

APPLICANT
Licensed Railway Company or an international group of railway companies, each holding a license, as well as a natural or legal person, such as the regions and autonomous provinces and, more generally, the pertinent authorities referred to in Regulation (EC) no. 1370/2007 of the European Parliament and Council, as well as loaders, shippers and combined transport operators, with a public or commercial interest in acquiring infrastructure capacity for the purpose of providing a rail transport service.

TIMETABLE REQUEST
request for train route time referring to the currently valid timetable regardless of any commitment of the same also in the following timetable.

OPERATIONS MANAGEMENT REQUEST
request for train routes referring to the current timetable and exclusively in relation to the type of service already contracted, to be submitted to the accredited IM referents indicated in the contract.

TIME REQUEST
request for train route time referring to the period of validity of the service time following the one currently valid, regardless of the date of commencement of the use of the train routes.

REQUEST FOR AN INTERMEDIATE ADJUSTMENT
request for train route time referring to an intermediate adjustment of the currently valid timetable.

MULTI-ANNUAL REQUEST
request for capacity in general terms referring to a period longer than the validity of a railway timetable, aimed at defining a Framework Agreement.

DENIAL

measure formalised by the IM certifying the impossibility of satisfying the request for new tracks or the variation of those contracted.

SERVICES
services provided by the IM to the RU classified according to art. 13 of Legislative Decree 112/15 and subsequent amendments and additions.

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

INTERNATIONAL PASSENGER TRANSPORT SERVICE
passenger transport service in which the train crosses at least one border of a Member State and whose main purpose is to transport passengers between stations located in different Member States; the train can be combined with another trainset and/or even broken down and the various sections that compose it can have different origins and destinations, provided that the carriages cross at least one border.

TERMINAL FREIGHT YARD FOR HAZARDOUS FREIGHT
railway yards where termination operations of hazardous freight take place

IMS
FSE Integrated Safety Management System

PERFORMANCE REGIME
performance monitoring mechanism (pursuant to art. 21, Legislative Decree no. 112/15 and subsequent amendments and additions) based on the deviations accrued by all the trains that circulate on the infrastructure during their journey.

LIMITATION
measure that totally or partially limits the use of the track (space/time limitations).

PARKING
time a trainset is parked on the tracks, wherever they are located.

ARRIVAL AND DEPARTURE BOARDS
billboards or monitors that provide information, updated in real time, relating to the arrival/departure time of trains, the receiving track and the composition of trains.

SERVICE TYPE
identified in relation to the different needs/market segments it addresses:
- local and regional passenger mobility (including interregional trains);
- medium/long-distance passenger mobility;
- freight

AUTHORISATION TITLE
title issued by the Minister of Infrastructures and Transport, at the request of the railway companies in possession of a license, which allows the performance of services on the national territory under reciprocity conditions in the case of railway companies 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 23 11 2018 no. 139.

TRACK TIME or TRACK
fraction of the capacity of the railway infrastructure necessary to travel a trainset between two locations in a given period of time.

ELEMENTARY LINE
portion of infrastructure delimited by two adjacent time points.

SPECIAL TRAIN
train whose circulation requires specific authorisation from the IM for the forwarding of exceptional transport.

CONTRACT VALUE
value of the toll, the traction current and all the services priced in the infrastructure use contract.

CHAPTER 2 - CONDITIONS OF ACCESS TO THE INFRASTRUCTURE

2.1 INTRODUCTION

This chapter describes the methods of access, use of the railway infrastructure and management of the contract, according to the national legislation in force and the contractual conditions defined by the IM that concern the FSE network.
TRA guarantees fair and non-discriminatory conditions of access to railway infrastructures according to methods that encourage competition, the production efficiency of operations and the containment of costs for users, businesses and consumers; for this purpose TRA can request information from the IM, from applicants and from any interested party.

2.2 GENERAL CONDITIONS OF ACCESS

2.2.1 Who can request access

Requests for access to the railway infrastructure can be submitted in terms of track timetables and services for the purposes of signing the infrastructure use contract, by the Applicants belonging to one of the categories referred to in art. 3 lett. cc) of Legislative Decree 112/15 as amended by Legislative Decree 139/2018, consisting of:

- Railway company license holders;
- natural or legal person with an interest, public service or commercial, to acquire infrastructure capacity for the purpose of carrying out a railway transport service.

2.2.2. Timetable line and service request for the conclusion of the infrastructure use contract

The RU is required to submit the request for timetable lines and services in accordance with the technical characteristics of the infrastructure indicated in chapter 3 of this document and in its annexes and for a volume of traffic consistent with the means authorised to circulate and with the staff enabled to exercise.

1. If the Applicant is an RU at the time of requesting train line for the timetable following that in force, submitted within the deadline for starting the allocation process, he must:

a) be in possession of a license, issued by the pertinent Authorities, suitable for carrying out the service it intends to perform; if the license is suspended at the time of the submission of the train line request or during the allocation process, the RU will have to produce the license within the time limits set out below.
b) be in possession, or demonstrate that they have submitted an application for issue, of the authorisation title in cases where this title is required by current legislation;
c) be in possession, or demonstrate that they have submitted an application for issue, of the single safety certificate relating to the lines covered by the request. If the extension of the single safety certificate is required, the RU is required to produce it within the terms set out in par. 2.3.1.1.

The RU that at the time of submitting requests for time tracks following that in effect is not already in possession of the single safety certificate relating to the lines subject to the request, is required to produce said certificate by the deadline for the submission of observations to the hourly project sent in the month of August according to the schedule indicated in par. 4.3.2. If the safety certificate is not submitted within the aforementioned deadline, the requested capacity will return to the availability of the IM.
In the case of requests for tracks beyond the start date of the allocation process, or submitted during the timetable, the RU must - under penalty of inadmissibility of the request - be in possession of the documentation referred to in point 1 above, lett. a) and b), as well as the single safety certificate relating to the lines subject to request.

In the case of requests for train tracks, both for the time following the current one or for the timetable course, on lines/facilities whose activation is scheduled during the timetable following the current one, the RU is required to produce the safety certificate within 5 working days of starting the service. In order to allow compliance with the times indicated, the IM will provide the RUs, also in provisional format, with all the documentation necessary for obtaining the safety certificate at least four months before the start of the service. The provisions of the previous and this paragraph also apply in cases where the RU is already the owner of the contract of use.
2. If the Applicant is a natural or legal person other than RU - in accordance with the provisions of par. 2.2.1- when requesting capacity, must demonstrate to IM that it belongs to one of the categories referred to in art. 3 lett. cc) of Legislative Decree 112/15 and subsequent amendments and additions.
The Applicant may designate the RU that will perform the service on the IM network on its behalf, after signing the Infrastructure Use Contract, up to 30 days before the scheduled date of transport. Upon designation, the RU must have the documentation referred to in point 1, lett. a) and b), as well as the single safety certificate relating to the lines subject to request, except as provided for, in relation to the possession of the single safety certificate, in the case of lines/facilities to be activated in the previous point 1.

2.2.3 License

The authority responsible for issuing licenses to companies based in Italy is the Ministry of Infrastructure and Transport (Legislative Decree 112/15 art. 3, lett. S).

Contacts:

Ministero delle Infrastrutture e dei Trasporti (Ministry of Infrastructure and Transport)
Direzione Generale del Trasporto Ferroviario (General Railway Office)
Via Caraci, 36 – ROME 00157
website:
e-mail: dtt.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;
- ANSFISA - National Railway Safety Agency 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 contacted via the internet address: https://oss.era.europa.eu

2.2.5 Obligations to submit guarantees and insurances

The obligations of the Railway Companies regarding the submission of a guarantee, as well as the stipulation of an insurance policy, are respectively governed by par. 2.3.1.2 and 2.3.1.3.

2.3 COMMERCIAL ACCESS CONDITIONS: detailed provisions and other rules established by the IM

It is specified that at the moment the IM has chosen not to sign FA with capacity applicants.

2.3.1. Infrastructure use contract

Railway companies that hold a license and a single safety certificate that are suitable for both passenger and freight services must stipulate specific contracts for the use of the infrastructure if they intend to exercise both types of transport.
The quality indicators and standards envisaged in the CdS, in place with the Puglia Region, are taken as a reference, also for the other paths and services outside the CdS with the related monitoring and checks.

2.3.1.1. Documentation, Obligations and Deadlines for the stipulation of contracts between IM and RU

Having obtained the availability of train tracks and services, in accordance with the procedure set out in Chapter 4 of this document, in order to enter into the infrastructure use contract, a formal act of assigning train paths and services, the RU produces the following documentation:

- true copy of the License suitable for the performance of the service it intends to perform (or declaration of unchanged validity and characteristics of the license), signed by the legal representative;
- safety certificate;
- true copy of the authorisation, if required by current legislation;
- substitute declaration of the Chamber of Commerce registration certification according to the scheme that will be indicated by IM. This declaration must also contain an indication of the power of attorney or acts of attribution of powers and related responsibilities for the stipulation and signing of negotiating documents;
- coverage declaration issued by the insurance company according to the format indicated by the IM enclosed with this NS or copy of the insurance policy (the copy must be accompanied by a certificate of conformity to the original) in accordance with the provisions of paragraph 2.3.1.3 of this document;
- list of addresses, structures, names and telephone numbers of the referents responsible for providing and receiving communications relating to: requests for new tracks and services, deferment of trains at departure, request for additional stops, changes in the composition of trains compared to those set at the basis of assigned tracks, renunciation of assigned tracks, notification of change of track or deletion made by the IM, operating accidents, strike, clearing of the infrastructure, IT systems, checks of services provided reporting of services provided and invoicing, location of reserve/rescue vehicles .

This documentation must be sent to IM with the following advance of the service start date:

a) at least 45 calendar days for contracts relating to the next service timetable (except for the case of RU designated by a non-RU applicant, in which case the documents must be submitted within 20 calendar days);

b) at least 15 calendar days for timetable contracts.

Any missing documentation must be submitted within the peremptory deadline of 15 calendar days prior to the start of the service time.

Once the complete documentation has been acquired, the contract proposal is sent by IM to the RU, including all the technical and economic attachments, with an indication of the deadline for returning the same proposal signed as a sign of full acceptance, which must take place within 5 calendar days before the start of the service.

2.3.1.2 Performance bond

In compliance with the Commission Implementing Regulation (EU) 2015/10, the credit rating threshold values requested of the RU are reported on the FSE website.

The RU that does not have a rating, or if the credit rating of the RU (provided by a specialised agency) is lower than the thresholds indicated on the FSE website, is required to provide an appropriate performance bond (bank or insurance) to partially guarantee the payment of all fees and any other amount due on the basis of the Contract for the use of the railway infrastructure, as well as the obligations for compensation for damage arising from the breach of the Contract itself.

The amount of the performance bond must be equal to the value of the toll and services estimated on a monthly basis of the service program covered by the contract to be guaranteed.

RUs that, even if they do not have a rating, or if their rating is lower than the thresholds published on the FSE website, have signed a contract for the use of the railway infrastructure for at least two service times immediately preceding the reference one, are exempt from providing a performance bond, provided that all invoices are duly paid. RUs for which the amount of the same, calculated as above, are less than or equal to 1,000.00 Euro are also exempt from providing the performance bond.

RUs carrying out local PSOs on the basis of a Service Contract with the Puglia Region are exempted from providing guarantees.

In the event that the RU is required to submit the performance bond, the same can choose, alternatively, to pay the IM a sum equal to the amount of toll and services estimated on one/two months of the service program depending on the two cases above.

2.3.1.2.1 Forms of establishment and contents of the performance bond

The establishment of the performance bond or payment of the monthly fee for the service program must take place 30 business days after the contract is signed.
If during the period of validity of the performance bond there is a *"downgrading"* of the guarantee institution, the RU, within 60 days from the request of the IM, must replace the guaranteeing bank/insurance company with a subject that meets the requirements required by the IM.
The performance bond must have a deadline of not less than 180 (one hundred and eighty) calendar days following the expiry of the contract. The performance bond must be drawn up according to the scheme that will be indicated by IM and authenticated in accordance with the law. The same:

- it must be "on simple demand";
- provide that payment is made within the maximum term of 30 days. upon receipt of the written demand;
- contain the express waiver of the benefit of prior enforcement of the debtor, in exemption to Art. 1944 of the Civil Code;
- contain the express a waiver of reliance on the effective date and terms of the guarantor institute referred to in art. 1957 of the civil code.

In the case of use, even partial, by IM of the aforementioned performance bond, RU must restore/reintegrate the performance bond itself by submitting the relevant documentation to IM within 30 (thirty) calendar days from the date of forfeiture.
At the end of the 180 (one hundred and eighty) calendar days from the expiry date of the contract for the use of the railway infrastructure, IM is required to return the original of the performance bond referred to in this paragraph, provided that at the time of termination of the Contract there are no disputes o unresolved conflicts or credit reasons or damages of IM.

2.3.1.3 Insurance

For the purposes of the execution of the Contract with reference to the insurance coverage, IM declares to have the following coverage in progress and undertakes to maintain the effectiveness of the same or other equivalent for the entire period of validity of the infrastructure use contract:

- **Third party liability**, to guarantee all the activities carried out by the IM and for the related damages possibly suffered by the RUs, their customers and third parties: maximum of 300/Mln of Euro per claim and per year.
- **Carrier liability**, to be activated only if the service inherent to work carried out by external companies is carried out, even on limited lines: ceiling above 10/Mln of Euro per claim and per year.

RU undertakes to stipulate the following insurance policies for the entire period of validity of the contract for the use of the infrastructure, at its own expense, and undertakes to keep them operational, with the minimum characteristics indicated:

- **Third Party Liability**, to guarantee the damages suffered by the IM, by the other RUs, by their respective customers and by third parties: ceiling for a single RU of 100 Mln Euro per claim and per year.

Allowed sub-limits:

- indirect damages € 10 million;
- third party fire damages € 2 million;
- accidental pollution € 2,5 million. For RUs whose safety certificate allows for hazardous freight, explosives and/or in any case chemical substances, the sub-limit cannot be less than € 7.5 million.

The requirements (rating) of the insurance companies are published on the FSE website.
This policy must be suitable for covering the risks associated with all types of transport covered by the safety certificate held by the RU, as well as for all the activities carried out by the RU itself on the railway infrastructure and in the IM facilities.

The policy must:

1. provide for the commitment by the Insurance Company, to communicate to the IM, by registered letter, any and all circumstances that may affect the validity of the guarantees, in particular the non-payment of the premium and/or the non-renewal of the expiry date;

2. if RU already has one or more insurance coverage in place for a ceiling appropriate to the minimum requirements referred to in this article, instead of the complete insurance policy, an addendum/declaration by the Company may be accepted stating:

- the coverage is also operational for the activities referred to in this contract;
- they are aware of this article;
- the policy conditions fully comply with the clauses set out in the NS.

The list of exclusions and sub-limits provided for in the policy must also be enclosed with the declaration; these documents must be countersigned by the RU;

3. be in Italian, any policies or other documentation issued in a different language must be fully translated by the Company itself or must contain a correspondence/acceptance approval by the issuing Company if translated by others. In any case of dispute/litigation, the Italian text prevails;

4. also refer to the international agreements and conventions (i.e. CIV, RIV, AIM, EC Regulation no. 1371/2007) and the conditions of access to the service offered contained in this Chapter 2; the contractor's obligation to update the insurer on any changes in international legislation/conventions must be provided; the failure/incorrect communication by the contractor must not result in the forfeiture of the right to compensation for the damaged party;

5. in the event of depletion of at least 60% of the general ceiling, during the validity of the policy, it must be reinstated within 5 calendar days of the Company's request;

6. provide for the express waiver of the Company to the right of subrogation deriving from art. 1916 of the civil code towards the persons of whom the Insured must respond according to the law, except in the case of wilful misconduct;

7. provide that the Company undertakes, even upstream of the ascertainment of responsibilities, to activate its policies simply by submitting the claim for compensation for the damaged (even if made directly against the insured), without prejudice to the fact that the insurance contract does not have the nature of an independent guarantee contract. The right of recourse against the responsible company is reserved.

The provisions of points 1) to 5) above also apply to the Third Party Liability policy signed by the IM.
For the purposes of the third party liability insurance cover, the RU has the right:

- to underwrite and individually produce an insurance policy for the entire amount of the required ceiling (100 million)
  or, alternatively:
- to distribute the quota envisaged for the required ceiling (100 million) over several "layers", with the possibility of proportionally dividing the quota envisaged for the permitted sub-limits between the policies. The RU can also submit one or more collective policies, signed with other RUs

2.3.1.4 RU's obligations upon termination of the contract

Upon termination of the contract for the use of the railway infrastructure, for the completion of the final term of duration or upon the occurrence of any hypothesis of early termination, RU is required to execute the provisions of IM regarding the clearance and removal of the vehicles, as well as any other instrumental or accessory operation. In the event that RU does not comply with these provisions, IM is authorised to carry out any more appropriate activities for the purpose of clearing and removing RU's vehicles, charging the costs incurred to the latter. To recover the costs incurred, IM has the right to use the performance bond referred to in paragraph 2.3.1.2.

2.3.1.5 Service limitations in the event of arrears

In the event of default of an amount equal to at least 10% of the value of the contract of use in force, except in the case in which the payable is supported by the performance bond referred to in par. 2.3.1.2 or by a recovery plan guaranteed by a surety, IM will send a formal dunning by assigning a deadline of not less than 10 calendar days. In the event of default within the aforementioned deadline, IM will not proceed to establish and release any tracks requested in operational management by the defaulting RU. In the event of default of an amount equal to at least 20% of the contract value, the provisions of paragraph 2.3.1.6 point b) below apply.
In order to determine the amounts referred to in the preceding paragraphs, invoices not paid at the natural deadline referring to the contract in force and/or to the contract signed for the previous service hours will be taken into consideration.

2.3.1.6 Contract termination

Except as provided for by the general provisions of the Civil Code regarding contractual termination, the Contract is understood to be terminated by law pursuant to and for the purposes of art. 1456 of the civil code in the following cases:

a) Breach of any of the anti-mafia law provisions;
b) default of an amount equal to at least 20% of the value of the contract of use in force, except in the case in which the payable is supported by the performance bond referred to in par. 2.3.1.2 or a recovery plan guaranteed by a surety; in order to determine the previous amount, invoices not paid at the natural deadline referring to the contract in force and/or to the contract signed for the previous service hours will be taken into consideration;
c) failure to establish or failure to re-establish/adjust the "Performance bond" referred to in paragraph 2.3.1.2;
d) refusal or failure to submit the policies, refusal to adjust the ceilings to the minimums indicated or the ascertained lack of the compulsory coverage provided for the Insurance referred to in paragraph 2.3.1.3;
e) serious breach of any of the obligations incumbent on RU, pursuant to paragraph 2.3.2.3;
f) serious and repeated breach of the obligations relating to the clearing of the infrastructure referred to in paragraph 2.4.4.3;
g) Breach of the prohibition to transfer the Contract or to transfer the capacity in another form;
h) revocation of the license or safety certificate, as well as, when required by current legislation, revocation of the authorisation;
i) modification of the license or safety certificate as well as when required of the title such as not to allow the carrying out of the transport activities for which the Contract was stipulated. In the event that the modification of the license or safety certificate and, when required, of the authorisation title are such as to allow RU to use only some of the assigned tracks, the termination will concern only the part of the contract affected by the provision;
j) any other hypothesis of termination contemplated in the contract for the use of the railway infrastructure.

In the cases indicated above, the contract will be terminated by law following a communication from the IM to be sent by means of registered letter and/or also through the use of the company certified e-mail address segreteriade@pec.fseonline.it.;
With specific reference to the hypothesis of resolution referred to in the previous letter. b), IM will send a formal claim to the RU concerned about the non-payment of the amounts due, communicating in the same letter: a) the formal notice to the RU to fulfil within 30 days; b) the express reservation of the right to declare the contract terminated by right pursuant to the express termination clause after the unsuccessful deadline indicated in point a) above.
In all cases of contract termination due to a fact attributable to the RU, whether it occurs pursuant to art. 1456 of the civil code or in accordance with other provisions of this NS or by law, RU will be required to recognise to IM , as compensation for the damage due to the contractual breach, a sum equal to the amount of the fees for the use of the railway infrastructure which he should have recognised to IM until the natural expiry of the contract. To this end, IM will acquire the amount of the performance bond established pursuant to par. 2.3.1.2, providing any right to compensation for the greater damage.

2.3.1.7 Suspension of contract effectiveness

If the license is suspended, the effectiveness of the use contract is automatically suspended with the consequent suspension by RU of the obligation to pay the agreed fee.

However, if the suspension of the license is attributable to the RU, the latter must pay IM as provided in paragraph 4.6.3 in the event of cancellation communicated up to 5 days, for each track not used during the suspension period.

If, however, the suspension of the license should be followed by the modification or revocation of the same, the Contract will be considered terminated from the date of revocation with application of the provisions of the previous paragraph for cases of termination for a fact attributable to the RU.

2.3.1.8 Payment

IM will issue the monthly down payment invoices, corresponding to 85% of the monthly value of the contract, by the 30th day of the reference month.
IM will issue quarterly balancing invoices with the following deadlines:

1st quarter by the 30th of May;
2nd quarter by the 30th of September;
3rd quarter by the 30th of October;
4th quarter by the 28th of February of the year following the reference year.

RU will make invoice payments by the end of the second month following the month in which they are issued.
In the event of late payment, RU is required to pay IM interest on late payments pursuant to art. 5 of Legislative Decree no. 231/2002 and subsequent amendments.
Services other than those related to the Minimum Access Package will be invoiced.

2.3.2 Obligations of the IM and RUs during the contract execution phase

2.3.2.1 Common obligations

For the good execution of the contract for the use of the railway infrastructure, the parties are required to collaborate by exchanging all information and putting in place any initiative necessary or useful to promote timely traffic.
The official language to be used for any communication or information exchange is Italian; in this regard, RU guarantees that its personnel have full knowledge of the aforementioned language so as to be able to ensure, both in normal operating conditions and in the event of their disturbances, full compliance with the written and/or oral safety provisions, as well as the exchange of any information.
The parties undertake to keep any data, information, documents and studies that they may have come to know about in relation to the execution of the contract for the use of the railway infrastructure confidential, except in cases expressly provided for by current legislation.
Each party considers all documents, drawings and other commercial or technical data received from the other or known in relation to the execution of the Contract as strictly confidential and undertakes to use them only for the established purposes.
The information associated with each contract is sent only to the contracting RU; the IMs assume the burden and responsibility of any disclosure to third parties.

2.3.2.2 IM obligations

The IM must:

- make the railway infrastructure available to the international associations of railway companies and the RUs, in the terms and in the manner provided for by the current provisions and by this document, providing the services, within the limits provided for therein, as per chapter 5 in compliance with the principles of non-discrimination, transparency and fairness, in order to guarantee efficient network management, as well as to achieve the best use of the related capacity;
- ensure that the railway infrastructure made available to RUs, in normal operating conditions, is accessible and functional, as well as qualitatively suitable, in its entirety, both in stations and in line, for orderly, safe and timely trainset traffic.
  In the event of a deterioration in the functionality of the railway infrastructure, IM shares the operating measures necessary for the allocation of residual capacity with the companies concerned.
  IM must also ensure maintenance, including the cleaning of the public spaces of the passenger stations;
- make its pertinent technical and safety regulations available to RUs by communicating any changes and/or additions at least fifteen calendar days before their entry into force;
- give the same and homogeneous evidence to passengers/public of all RU trains and their relative timetables, using similar communication and visual methods (logos and messages) both to indicate the trains and provide information on the railway timetables of the various RUs. The same must be provided for station announcements, signs and station monitors;
- comply with the provisions and regulations issued by the ANSFISA and the TRA;
- have a Safety Management system in accordance with the provisions in force on the matter.

- Develop a significant indicator of one's punctuality performance to be calculated on a monthly basis and by market segment as indicated in par. 2.4.2.
  Publish the target level of this indicator envisaged for the time starting in the following month of December, as well as that recorded at final balance relative to the last concluded timetable, in a specific annex on the website in the section relating to the PIR of the reference year, by 31 March of each year;
- Develop a significant indicator of the RU's punctuality performance to be calculated on a monthly basis and by market segment with reference to the current CdS.
  Publish the target level envisaged for the time starting in the following month of December, as well as that recorded at final balance relative to the last concluded timetable, in a specific annex on the website in the section relating to the PIR of the reference year, by 31 March of each year;
- The monitoring system applied makes it possible to evaluate the% $SO_{(0-5)}$ punctuality indicator as defined by Measure 7 of Annex A to TRA resolution no. 16/2018 and to provide an indication of the cancelled and partially cancelled trains;
- Access to the information of interest contained therein is guaranteed to the entrusted Bodies holding the CdS;
- comply with the minimum condition of regularity and punctuality of PSO services in accordance with the requirements of the CdS with the Puglia Region, in which adequate indices of regularity and punctuality are provided. Pending the completion of the contract for the use of the information systems in use on the National Infrastructure, the traffic system is currently monitored through the timely detection of regularity and punctuality indicators. These systems, similar to those currently in use on the NRI, will be operational from January 2022. To access the traffic information, it is necessary to contact the national RFI IM as the owner of the PIC system;

2.3.2.3 RU obligations

When using railway infrastructure, RU must:

- comply with the provisions and regulations issued by the ANSFISA, TRA and the IM;
- use approved and registered rolling stock locomotives and carriages;
- use said rolling stock in accordance with the methods of use indicated by the manufacturer and any limitations/requirements established at the time of the technical admission, to the destination profile of the same and in compliance with the provisions and procedures issued by the RU and ANSFISA subsidiaries within the registration process;
- perform the service on the railway infrastructure in compliance with the regulatory framework in force, including the ANSFISA note 9956 of 23-09-2016 and the Safety Certificate issued by the National Agency for Railway Safety (ANSFISA);
- ensure that the personnel, used for the operation, accompaniment, verification and composition of trains, are in possession of the physical requirements and professional qualifications required by the provisions in force, capable of ensuring knowledge and full compliance with the traffic regulations and safety provisions applied by the IM, both in normal operating conditions and in abnormal situations;
- assume full and exclusive responsibility for the rolling stock used, towards customers and towards the Institutions, even if IM has allowed their circulation on the railway infrastructure;
- have a Safety Management system in accordance with the provisions in force on the matter;
- during the execution of the use contract, maintain the characteristics of the license and the safety certificate on the basis of which it is enabled to carry out the transport for which the Contract was stipulated;
- inform IM without delay and suspend, if the conditions exist, even on its own initiative, the transport activity in the event of suspension, revocation or modification of the license or authorisation;
- communicate any events and circumstances likely to affect the situation ascertained by the issued single safety certificate to IM without delay, suspending, if the conditions exist, even on its own initiative, the transport activity;
- comply with all the prescriptions given by IM at the time of train departure and during the journey;
- provide all information useful for the correct and timely application of the contract in operational management;

- use the track as established in the contracted daily program, in compliance with the technical design features of the track itself, such as:
  - locomotive type;
  - type of towed material with indication of speed, vehicle rank, type of braking;
  - towed mass;
  - axial mass;
  - percent braked mass;
  - trainset length;
  - complete operations of the redundant on-board technological systems;
- allow, without charges for the IM, access to the driver's compartment of their rolling stock by IM staff responsible for the scheduled and extraordinary verification of the maintenance status of the infrastructure;
- if necessary, make the data recorded by the ZTE devices (electronic tachograph zones of the chronological event recorders) and JRU (Juridical Recorder Unit) available to the IM and upon a justified request;
- carry out, in agreement with the IM, the joint practical train rescue tests referred to in par. 2.4.4.1.

If, in response to requests from RUs, a stop is planned for a train composition exceeding the maximum length of the platform of the station tracks, IM must - at its own expense, charge and liability - guarantee the safety conditions of the transport, of the customers and possibly infrastructure, limiting passenger boarding/deboarding operations only to the carriages contained on the platform. The composition of the train must however conform to the technical characteristics of the system. The IM does not assume any custody obligation, and therefore is not responsible for damages/losses, failures, thefts or subtractions related to rolling stock, or equipment owned by the RU, or freight transported by RU, stopped/stationing within the IM facilities.

2.3.2.4 Information provided by RUs before and during circulation

The RU is required to communicate all information relating to the scheduled tracks to the IM, as required by current legislation and specifically:

- changes to the traffic schedule and to the service schedule;
- degradation of rolling stock, including any overcrowding conditions that lead to speed reductions or excessive dwell times during stops for passenger services;
- the composition of freight trains (including information relating to the shape and axial weight of the train);
- possible presence of exceptional transport and/or hazardous freight in the train composition, specifying the position and serial number of the wagons concerned in the latter case;
- the composition of passenger trains and the relative orientation of the material.

The communication of the aforementioned information must take place through the RUS' IT systems.

2.3.2.5 Information provided by the IM before and during circulation with respect to capacity reductions

1. Within 12 months before the timetable comes into force, the IM will first publish the schedule of maintenance or upgrading works that involve capacity reductions for the timetable on its website (indicating the period in which they will take place) which fall into the following cases:

a) unavailability lasting more than 7 consecutive days with deviation/cancellation of at least 30% of the offer scheduled in the section affected by the works.
b) unavailability of more than 7 consecutive days of a track on a network of greater commercial interest.

The IM sends the unavailability program previously described within 12 months before the timetable comes into force to all Applicants and any neighbouring IMs involved. For unavailability lasting more than 30 consecutive days which require the deviation/cancellation of at least 50% of the scheduled offer, the IM provides an alternative hypothesis of unavailability upon request during the consultation.
The IM takes into account the comments received in the publication phase, possibly providing custom meetings.
For the capacity restrictions referred to in point 2, before the timetable comes into force, the IM sends the updated unavailability schedule for a second consultation phase to all Applicants and neighbouring IMs possibly involved,

subsequently publishing the modified schedule through its website following coordination with neighbouring infrastructure managers and following comments received in the second consultation with the Applicants.
It is understood that the scheduled capacity restrictions programs are defined and shared by the IM and the AB, in compliance with the provisions set out in Annex VII of Directive 2012/34/EU as amended by the delegated decision EU 2017/2075;

2. Within 12 months before the entry into force of the timetable, the IM, via its website:

a) publishes the final schedules (time period, type of capacity reduction) referred to in point 1, also following the coordination with the neighbouring infrastructure managers and following the comments received from consultations with the Applicants;

b) publishes unavailability schedules lasting 7 days or less with a deviation/cancellation of at least 50% of the offer scheduled on the infrastructure line affected by the works;

c) updates the capacity requirements for maintenance valid for the entire duration of the timetable, with the relative frequency. 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 sends the unavailability program previously described within 12 months before the timetable comes into force to all Applicants and any neighbouring IMs involved. The IM takes into account the comments received in the publication phase, possibly envisaging custom meetings with RUs and Stakeholders, in particular for newly published unavailability foreseen in point 2 b).

Consolidated unavailability will be taken into account during the planning phase, compatibly 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.
Requests for capacity received following publication on its website within the deadline set in par. 4.3.2 of the NS will be dealt with as part of the harmonisation process aimed at the following timetable plan.

4. Within 6 months before the entry into force of the timetable, the IM, via its website:
a) discloses the dates and methods of capacity restrictions relating to the unavailability programs published in the manner set out in points 1 and 2 above;
b) publishes the unavailability programs, which provide for the deviation/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 is also required to publish any other reduction in impact capacity lower than the cases below the above thresholds, which is known and consolidated with reasonable certainty at the time of the publication of the NS.

5. The capacity reductions will be indicated on its website, explaining the line and the period of execution of the works, with an estimate of the effects on the capacity (possibility of route limitations, detours, modification of timetables, failure to release tracks, etc.) including the volume of traffic cancelled/diverted, in accordance with the Delegated Decision 2017/2075, the final details of which will be known with the delivery of the timetable. Any alternative itineraries will also be clarified, in order to allow the RUs to proceed consistently already when requesting tracks. Failure to indicate the estimate or the final value of the volume of cancelled/diverted traffic implies the lack of validity of the communication of the relative unavailability.
Furthermore, the infrastructure manager, as reported in point 14 of the Delegated Decision 2017/2075, may decide not to apply the times indicated in the previous points if:

a) the capacity restriction is necessary to re-establish the safety of railway operations;
b) the terms of the restrictions are beyond the control of the infrastructure manager;

c) the application of such periods would be ineffective in terms of costs or unnecessarily harmful in relation to the condition or existence of the assets;
d) there is a consensus between all concerned applicants.

In such cases and in the case of any other capacity restriction which is not subject to consultation in accordance with other provisions of this Annex, the infrastructure manager shall consult the applicants and the main operators of the service facilities concerned without delay;

6. The percentage of diverted/cancelled traffic is calculated taking into account the offer model in force and the increase in the offer already known for the unavailability period, referring to the day with the highest volume of traffic planned within the duration of the restriction of temporary capacity (if the interruption affects weekdays and holidays, one of the weekdays with the highest programmed traffic volume must be chosen; if the interruption affects holidays, one of the holidays with the programmed traffic volume must be chosen higher).

7. The works included in the cases referred to in point 4, for which it was not possible to precede publication with an advance of at least 6 months before the start of the working hours, will be made known to the Applicants with an advance of at least 180 days from the start date of the works.

8. For works falling within the cases referred to in point 4 letter b) above, not included in the working hours, for which the timing of publication has been respected and for minor works, not covered by the publication obligations, the IM is required to observe the detailed timing in the following points for the preparation of the necessary measures for capacity restriction.

9. The unavailability operating program (tracks affected by the works, start and end date of the works, any operating limitations deriving from the works, foreseeable greater travel times, any cancellations of tracks and any alternative tracks available), must be communicated to the RUs concerned:

a) 60 days in advance for passenger trains;
b) 15 days in advance for freight and service trains;

The RU, within 5 calendar days from the receipt of the information addressed to all the accredited referents indicated by the RU referred to in this point 9 a) and b), may make comments and/or proposed changes for the subsequent preparation of the timetable measures (VCO). In case of failure to respond within the deadline, the proposed measure will be implemented.

10. The timetable measures (VCO) will be delivered by the IM:
a) 30 days in advance of the first movement for the trains referred to in point 9a);
a) 10 days in advance of the first movement for the trains referred to in point 9b);

11. Within 7 days of receipt of the new tracks, the RU has the right to request changes if the track issued differs from what was agreed during the communication phase as provided in point 9 for elements that emerged in the phase of preparing the timetable measures.

12. The IM has the right, in the case of works of particular entity related to urgent interventions to the infrastructure that are of a security nature, to temporarily make the infrastructure unavailable, guaranteeing, where possible, a notice to the RUs of at least 7 working days.

13. The IM is required to provide the RUs, with any possible early notification with respect to the start date of the works, with the information referred to in point 9 in the event that the need to carry out the work originated from unforeseeable circumstances, or force majeure, which require immediate and non-postponable intervention to restore normal capacity and as a consequence of which a change in the contracted tracks is necessary;

14. The IM informs the RUs of any deterioration of the railway infrastructure which could generate a reduction in the capacity of the lines or facilities or which in general causes a slowdown in the movement of trains.

15. In the event of anomalous situations, the IM is required to provide information concerning the state of the railway infrastructure and the traffic situation both at the departure of the trains from the facility/station, and during the journey, as well as, at the request of the RU and where permitted by the instrumentation in the possession of the IM, the position of the trainsets themselves.

It is understood that the scheduled capacity restrictions programs are defined and shared by the IM and the AB, in compliance with the provisions set out in Annex VII of Directive 2012/34/EU as amended by the delegated decision EU 2017/2075;

2.3.2.6 Economic consequences in case of non-compliance with IM's information obligations/responsibilities

The IM is required to pay a penalty equal to 30% of the fee for the entire track or part of it, depending on whether the cancellation is total or partial, in the following cases:
a) if IM does not fulfil one of the obligations under par. 2.3.2.5 points 2-8 and if the execution of the relative works involves the removal of tracks.
b) in all other cases in which IM's liability has been ascertained for the elimination (total or partial) of one or more contractual tracks.

If in cases a) and b) the cancellation of the tracks, in whole or in part, is carried out from 4 days until the time of departure of the train, the penalty to be paid by the IM will be equal to 60% of the fee for the entire track or part of it.

In case of need to deviate/modify the planned route, attributable to reasons not attributable to the RU, the reconciliation of the track, carried out following the modification of the route, is calculated on the basis of the value of the fee relative to the originally planned route provided that the same is less expensive than the one actually used. however, the RU has the right to refuse changes to the original schedule by requesting alternatively the total or partial cancellation of the affected tracks, without this giving rise to the economic consequences referred to in paragraph 4.6.3

If extraordinary maintenance of the network is required (including safety measures for the resumption of the railway operation) following landslides, rockfalls, and/or other natural disasters, these interventions must be promptly communicated to the RUs without this involving penalties, nor any other sums due by the IM.

For works deriving from the responsibility of RU, without prejudice to the obligation for IM to provide the information referred to in par. 2.3.2.5 point 9, the economic consequences will be borne by the RU that originated them.

2.3.2.7 Information and cooperation with the IM

The RU is required to exchange information with the IM and, where necessary, to provide maximum collaboration in order to implement the necessary initiatives to control the risks associated with the service provided (Legislative Decree 50/2019). These initiatives must be motivated and promptly made known to the ANSFISA.

In application of art. 4 of Regulation (EU) no. 1078/2012 of the Commission of 16 November 2012, relating to a common safety method for monitoring that must be applied by Railway Companies in possession of a safety certificate, by Infrastructure Managers in possession of a safety authorisation and by Persons responsible for maintenance, in order to allow other railway operators to take the necessary corrective actions within their Railway safety systems, in the presence of a risk for the safety of railway operations not adequately mitigated according to the objectives previously set, the RU and IM undertake to:

- identify any suitable mitigation measures within its Railway safety system to ensure the continuous achievement of the safety performance of the railway system;

- communicate to the other railway operators involved and interested, in a clear and exhaustive way, the relevant information including at least:
- the description of the source of the risk which is not adequately mitigated;
- the cause of the same with its effect;
- the residual risk value assessed as unacceptable;
- the acceptance criterion used for this evaluation;
- the mitigation(s) already in place.

The interlocutor for the IM, for the performance of the aforementioned activities, is the Legal Representative or its Head of Railway Safety System. The interlocutor for the RU is its Legal Representative/Chief Executive Officer or its Head of the Safety Management System, qualified by ANSFISA and communicated to the IM - who takes care of updating their addresses in the context of the activities of issuing the provisions and operating requirements regarding interface relationships with Railway Companies.

2.3.2.8 Strike

In the event of a strike proclaimed by RU staff or by the staff of companies supplying services necessary to ensure the transport service, the RU is required to promptly communicate to the IM information relating to the proclamation, duration, remodulation and/or revocation of the strike itself; subsequently it must communicate to the IM the train schedule it is able to provide. Said communications must be provided in compliance with the sector legislation in force, in compliance with the methods and times provided for therein, as well as in application of specific interpretative/operational resolutions issued by the Guarantee Commission for the implementation of the strike on essential public services. For aspects related to information to the public, the RU must:

- communicate the contacts for customer support;
- ensure, in agreement with IM, the preparation of specific information tools (sound announcements at the station, websites and radios, press releases, etc.)

The posting of specific information posters produced by the RU in concert with the IM will be guaranteed by the FSE within the time necessary for correct information to customers.

In the event of a strike by IM staff or by staff of companies supplying services necessary to ensure the use of railway infrastructure, IM is required to inform the RUs of the duration of possible abstention from work and the expected unavailability of the lines. Said communications must be provided in compliance with the sector legislation in force, in compliance with the methods and times provided for therein, as well as in application of specific interpretative/operational resolutions issued by the Guarantee Commission for the implementation of the strike on essential public services;
In the event of a strike by the IM/RU staff, any changes made by the parties to the daily schedule, including the services connected with it, will not result in the imputation of penalties or other sums due for any reason.
The measures adopted by the IM itself, relating to user announcements, comply with the provisions of Regulation (EC) 1371/2007 and the provisions of EU regulation 782/2021 which will come into force, replacing the aforementioned regulation CE 1371/2007 starting from 7 June 2023, as well as those of the Authority resolution TRA no. 106/2018;

2.4 OPERATING RULES

2.4.1 Procedures for the coordination of the railway operation

IM carries out operational responsibility for the operation of the railway infrastructure through the management and control of traffic, on the basis of the timetable tracks assigned, the extraordinary tracks further available or their variations.

The RU has full responsibility for the organisation of transport services, which is also carried out through the coordination of the use of rolling stock and staff resources.

In order to carry out the coordination functions of the railway operation, IM uses its own decision-making centres, where the coordination and regulation of traffic and supervision of the maintenance and possible restoration of the infrastructure operate.

Traffic coordination and regulation positions control and manage:

- train running;
- the management of traffic abnormalities and operating problems;
- track or line interruptions for works carried out during operation;
- the restoration of line potential in relation to the possible encumbrance of station tracks by stockpiled trains;
- the authorisation to change the characteristics of the trains, if incompatible with the assigned timetable tracks;
- the authorisation of train operations in a very short time, with the assignment of the related train tracks.

The RUs must ensure an interface with the IM, such as to guarantee for the entire period of circulation of their trains:

- the shifts of the materials, including any manoeuvring preparatory to the storage/placement of the train;
- the assignment and distribution of train staff;
- the request to change the characteristics of the trains, if incompatible with the assigned timetable tracks;
- the request for implementation and the preparation of trains in a very short time;
- the request for changes to the facility service schedule.

The interface with the coordinating figures of IM can be ensured through complete assignment to other RUs.

IM ensures the safe movement of trains and in compliance with the timetables agreed with RU.

IM monitors the progress of the trains and the traffic abnormalities that occur and makes the relative results available to the RUs.

2.4.2 Management rules

The regulation of traffic has the aim of reducing the effects of interferences and deviations from trains, with the ultimate aim of minimising overall delays. In line with the mission of the Manager and in compliance with the primary objective set out above, in the event of traffic interference caused by the deviation of one or more trains from their assigned timetable track, in order to reduce the spread of delays on the network, the management principles to be used for the resolution of interferences are defined below.

Commuter interval 6.00-9.00, 12.30-15.30 and 17.00-20.00 (Monday to Saturday)

Management principles	Service types
1	Regional "commuter" trains
2	Regional "no-commuter" trains
3	Market passenger trains
4	Freight trains
5	Technical services

Daily interval Start service-6.00, 9.00-12.30, 15.30-17.00 and 20.00-End service (Monday to Saturday)

Management principles	Service types
1	Special trains
2	Market passenger trains
3	Regional trains
4	Freight trains
5	Technical services

* The timetable scheduled service traffic, functional to the implementation of a commercial train (with a downtime of less than 30'), have the same value as the corresponding train.

The management principles expressed define the guidelines for the management of traffic in normal and slightly disturbed conditions (in the absence of significant abnormalities). At the onset of a significant abnormality that determines the reduction of available capacity, the main objective is to minimise traffic disturbances and redistribute the maximum residual capacity to the RUs.

In the event of interference between trains with the same management principles, the following rules must be implemented in order of priority:

1. to minimise delays overall, also in relation to the possible consequences on the main attraction hubs;
2. promote the train with recovery margins with respect to the scheduled timetable track, possibly restoring the programmed succession.

In the event of interference between trains with different management principles, the following rules must be implemented in order of priority:

1. minimise delays for trains with management priority;
2. restore the programmed succession also in relation to the possible consequences on the main attraction hubs;
3. promote the train with recovery margins with respect to the scheduled timetable track.

Trains running early must not cause delays to other trains regardless of categories.

As part of these rules, trains that:

- for the Passenger segment, arrive at destination with a delay of 5' or less:
- for the Freight segment they arrive at destination with a delay of 30' or less.

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

IM punctuality = $(NC-N_{gi})/NC$

where: NC = number of circulating trains

N_{gi} = number of trains arriving at destination with a delay of 5' or superior (30' for the freight segment) due to delays due to causes attributed to IM

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

RU punctuality = (NCif-Nif)/NCif*100).

where:

NCif = number of circulating RU trains

N_{if} = number of trains arriving at destination with a delay of 5' or superior (30' for the freight segment) due to delays due to causes attributed to RU

The RU is required to use the timetable track in accordance with the program covered by the user contract and in compliance with the technical design features of the track indicated in paragraph 2.3.2.3.

Before putting the train into service, the RU is required to report any discrepancies with the technical specifications to the IM, with particular regard to speed degradation.
Before putting the train into service, the RU is required to report any discrepancies with the technical specifications to the IM, with particular regard to speed degradation.

If the IM issues internal notes, guidelines, specifications or other explanatory documents of the management rules, before its entry into force, it informs the Railway Companies, the Authority and, if services subject to PSO are also involved, the respective assigning Administrations.

Significant stations for determining punctuality
The lines and stations of the FSE network cannot be defined pursuant to measure 7 of annex A of resolution no. 16/2018 of the Transport Regulatory Authority since the threshold values are not specified in the service contract in place with the EA according to the reference pools for the determination of the types of line and station, as specified in the aforementioned resolution.
Annex 3 to the procedure "Allocation of causes of delay, determination of punctuality and Performance Regime" lists the significant stations, identified on the basis of the applicable criteria (stations in provincial capitals, nodes and/or interchanges) of Resolution no. 16/2018 and other stations rated as important in terms of historical passenger traffic data.
Punctuality will be monitored in the stations defined as significant as per annex 3 of the Performance Regime procedure following the activation of the technological systems that monitor and attribute delay causes.

Commuter trains
Trains are considered commuters for the inflow in the morning (5.30 - 8.30) and outflow in the afternoon (12.30 - 15.30) serving the major cities and the corresponding trains, identified by the IM, also through the involvement of the owners of the respective service contracts, among the trains that take on particular importance from the point of view of frequency.

These trains are qualified at each timetable change, or in the event of the entry into force of a significant number of reprogramming of services, between the regional PSO trains.

Freight trains
The movement of freight traffic must be guaranteed, regardless of its delay, minimising interference with other trains as much as possible with a view to reducing delays and restoring the scheduled timetable.

Particular attention must be used in the management of freight traffic with respect to commuting traffic in order to minimise interference with the latter.
In particular, in the time slots 6.00-9.00 and 12.30-15.30 and with respect to the direction of travel characterised by the prevailing passenger flow, freight traffic must be regulated as described below:

- a freight train on time will have to circulate respecting its track except for significant interference with other delayed trains, due to which appropriate precedence can be assessed for passenger trains;
- a delayed freight train will circulate if the free channel arriving at the first facility is guaranteed where appropriate precedence can be made, without causing traffic interference with other trains, taking into account, however, the time required for admission to the deviated track.

Both in the commuter interval and in the non-commuter interval, the management of the conflict between two freight trains will have to be managed by promoting the train at the interval limit in order to guarantee as much as possible the return of the same within the scheduled track timetable. With the same delay, the train with less remaining distance must be promoted, also taking into account any speed reductions caused by the material (degradation due to low braking percentage, axial weight, etc.).

In the management of freight traffic, however, any subsequent restrictions (interruptions, opening hours of terminal systems) must be taken into consideration.

2.4.3 Management of disturbed traffic
In the presence of disturbing causes, i.e. events that reduce the capacity of the infrastructure, affecting due traffic, whatever its origin, IM will be required to apply the applicable technical and operating regulations in a fair, transparent and non-discriminatory way, taking all necessary steps to bring the traffic itself back to the condition of normality and regularity as soon as possible.

In the management of possible IM traffic conflicts, in compliance with the aforementioned purposes, it adopts the measures to ensure the greatest possible containment of delays for the trains concerned.

The consequent measures concerning the modification of the tracks, the total and partial cancellations, the deviations, will be proposed verbally by the accredited IM referent to the accredited RU referent who, within 30 minutes or at most within 60 minutes in particularly complex cases, will be required to communicate their acceptance or formulate alternative proposals, implementing the shared variation proposals of the operating program in the IT systems for traffic management.

In case of non-agreement, the accredited IM referent will be able to cancel the tracks affected by the disturbance.
In relation to the disturbing causes, IM and RU are required to provide each other with any information and elements in their possession necessary or useful to prevent, contain or overcome the disturbances themselves, as well as to take consequent information initiatives towards their customers in accordance with Regulation (EC) 1371/2007 and those in Authority resolution no. 106/2018.
If the expected disruption continues beyond four calendar days, IM will implement, in agreement with RU, the programs relating to the changes during the time to be made to the assigned tracks. In this regard, RU will assume the related disclosure obligations to interested parties.

In case of non-agreement, IM will be able to cancel the tracks affected by the disturbance.

In the presence of disruptive causes resulting from inconveniences on the railway infrastructure, IM will inform RU regarding the tracks affected by the event, the expected restoration and any repercussions on the contracted daily schedule.

In case of particular climatic conditions due to heavy snow, tornadoes, fires, river flooding (or other natural disaster including volcanic eruptions and earthquakes), the IM promptly establishes the traffic rules that the RUs must respect. In particular, speed deviations and/or limitations may be envisaged, promptly informing the relevant RUs.

Operational rules for the use of residual capacity in the event of disturbed traffic
In the presence of disruptive causes that determine the loss of the planned track on the lines concerned, whatever the origin that determined them, IM will take the necessary traffic measures to limit the propagation of the induced effects.

2.4.4 Clearance of the infrastructure

2.4.4.1 Clearance of the infrastructure through the use of rescue locomotives and/or spare material

1. In all cases of impossibility of running a train on the railway infrastructure, for which it is necessary to remove rolling stock from the infrastructure, the IM assumes the central role of direction and coordination of activities and resources in order to minimise the dwell times of each train involved in the event and restore normal use of the infrastructure as soon as possible. To this end, IM establishes the most suitable method for clearing the infrastructure due to the context deriving from the occurrence of the event and the actual availability of spare/rescue vehicles.

2. To ensure the clearing of the infrastructure, each RU must have locomotives or spare trains for the entire period of circulation of its trainsets as specified below:

a) The RU that carries out freight and/or passenger transport activities must have spare locomotives, diesel or electric, with performance characteristics suitable for the purpose, to be located in the facilities defined by the IM when assigning the tracks, due to the operating schedule.

The availability of locomotives/trainsets is considered guaranteed also through the stationary materials located in the locations defined when assigning the tracks, for which use for the commercial service has been scheduled.

The availability of locomotives/spare trainsets can also be guaranteed in a consortium form with other RUs, in order to optimise costs and ensure greater efficiency of the procedures for clearing the infrastructure.

3. If the IM declares, when requesting to allocate capacity, that it wishes to use double-composition passenger trains, the IM and the RU must agree on specific contingency plans, to be drawn up before entering service, which also contain supplementary rescue/clearance procedures for the infrastructure at critical points.

For the purpose of preparing contingency plans, RU must communicate:

a) the maximum performance of the locomotives of its own rescue system, specifying the suitability for towing/pushing the entire trainset;
b) in case of degradation of one of the trainsets in double composition, if the performance of the other is such as to guarantee the towing/pushing of the entire train.

The RU will also be required to communicate the possible existence of singular points of the route in which the slope of the line, taken from the Line Dossiers, is such as to make the performance of the locomotives of the rescue system or of the single trainset, referred to in points a) and b) above, insufficient for the traction of the double composition train. These declarations must relate to the entire route of the double-composition trains, both on the scheduled and on the side-by-side lines (including interconnections).

4. If the RU declares, when requesting the assignment of capacity to use at least the double diesel traction in composition on its trains, and confirms it during the negotiation phase, it can be exempted from the declaration concerning the spare locomotives mentioned above.

5. Before entering into the infrastructure use contract, and in any case within the terms set out in 2.3.1.1, the RU is obliged to deliver a document to IM indicating:

- the exact location of locomotives/spare trainsets, diesel and electric according to the criteria defined in this paragraph,
- the type of locomotive (including identification and technical/performance data) and related equipment, the type of rolling stock that can be rescued, proving any agreements with other RUs regarding the common availability of the vehicles and the RU responsible for the locomotive;
- trainsets that can be coupled with those of another RU, highlighting the necessary authorisations and/or technical conditions, where present or in the authorisation phase;
- the names of their referents to whom IM must contact in case of need for clearance;
- the time necessary for making it available for delivery on the line following the formal request by the IM (including the possible assembly of couplers according to the rolling stock to be rescued).

The above, subject to verifications and any further IM provisions, will be indicated in the annex to the infrastructure use contract.

6. IM has the right to carry out periodic checks aimed at ascertaining the conformity of what is contractually declared with regard to the location of the materials referred to in point 4 above.

7. For the purpose of clearing the infrastructure, IM will request the intervention of the pertinent functional means available to the RU which determined the impediment in accordance with the provisions of this paragraph. IM may also request the intervention of any vehicles in circulation of the RU that caused the event or of other RUs if the use of these means is considered by IM more suitable and effective for the purpose.
8. The RU extraneous to the cause of impediment, to which IM requests intervention, is in any case obliged to work with the means included in its availability to free the infrastructure if the RU that caused the event does not comply with the clearance order issued by IM, or in other cases in which IM requests its intervention for the purpose of an effective and timely restoration of traffic, or to limit any inconvenience to passengers.

9. In the hypothesis envisaged in point 7 above, the economic burden of the clearing operations will be borne by the entity responsible for the event. In such cases, upon written request from the RU that has intervened, IM will compensate the latter directly, debiting the RU responsible for the event. IM will directly compensate the RU that has intervened even in cases where the cause of the impediment is attributable to the IM itself.

10. The fees for the services provided are provided in chapter 6 of this document.

11. In the event of unjustified refusal to the clearance order by the RU extraneous to the impediment, this will be required to pay IM the cost of the clearance operation increased, as a penalty, by 100%, except as provided in the following paragraph 2.4.4.2.

12. The RU and the IM carry out, with appropriate mutually agreed frequency and methods, joint practical tests for the rescue of stopped trains on the line or on critical station tracks, with the use of locomotives and/spare materials and on the base of specially prepared scenarios; during each test all the procedures foreseen for the management of the anomalies in question are carried out, with particular reference to those of preparation for the towing of the rolling stock to be rescued, coupling by the rescue locomotive, release of the trainset to be rescued and handling of all rolling stock.

2.4.4.2 Clearance of the infrastructure by the use of equipped emergency wagons or other suitable means

In the event of the impossibility of running a train for which it is necessary to use equipped rescue wagons or other suitable means, the IM intervenes to reduce the dwell times of each train involved in the event and restore the normal use of the infrastructure as soon as possible.

The RU responsible for the event bears all the costs related to the intervention.

2.4.4.3 Operating procedures and timing of clearing activities using locomotives/spare trains

1. When a train stops on the railway infrastructure due to events that require a request for locomotives/spare trains, train operators must give immediate verbal notice to the operators of the traffic of the IM requesting emergency locomotive through the on-board telephone equipment, or present along the line, or of another type, confirming the train number and type of rolling stock, and providing the available information on the type of abnormality that caused the stop, also communicating if the electric traction systems are affected, if there is the availability of an efficient pantograph and the possible need for conditioning of the pantograph. The verbal notice of the request for the rescue locomotive and related information may also be provided from the operating room of the company owning the train to the Movement Coordinator with jurisdiction over the station where the train is stopped. This preliminary information is intended to minimise intervention times. The formalisation of the request of the rescue locomotive must instead take place according to the methods foreseen by the legislation in force

2. The accredited IM traffic referent, who receives a notice of request for the rescue locomotive, immediately implements and establishes, on the basis of the traffic situation, the most suitable methods for any rescue aimed at clearing the material.

In order to recover the train, one of the following means must be requested by the traffic referents in the case of a train in dwell time immediately approaching the authorised station adjacent to the stop point of the rolling stock in line:

a) RU locomotive/spare train, located in the locations envisaged, or other means of traction given available at the time by the same RU;
b) locomotive/spare train of another RU, taking into account both the location of the vehicles with respect to the place where the train stopped, and the times of intervention communicated by the RU to which assistance is requested;
c) train of the same RU or other RU following in line, compatible for coupling, to be used for pushing to the nearest station;

d) shunting locomotive suitable for performance.

For the purpose of recovering the train stopped at the station, the position of which however jeopardises the regular performance of the services programmed at the station itself, immediate contact by one of the following vehicles must be made by the traffic referent;

a) RU locomotive/spare train, located in the locations envisaged, or other means of traction given available at the time by the same RU;
b) locomotive/spare train of another RU, taking into account both the location of the vehicles with respect to the place where the train stopped, and the times of intervention communicated by the RU to which assistance is requested;
c) shunting locomotive suitable for performance.

3. Train operators who have given notice of clearing within 15 minutes must request the locomotive/spare trainset or, if they can autonomously resume the journey, communicate it to the IM traffic operator, also informing them of any degradation conditions.

4. At the time of the request for clearance, the RU must report the need for passenger transfers, informing the IM traffic operator of the existence of the feasibility conditions of the transfer itself, as well as the material (located or in circulation) that it intends to use for the purpose.

5. From the time of the formal communication of the RU of the availability of the vehicle for the transfer, the IM will provide for the most prompt circulation of the vehicle, giving it the highest priority.

The following provisions also apply in the context of clearing activities with the use of locomotives/spare trainsets.

a) Distress Call

The RU is obliged to:

- communicate the "distress call" to IM when, at dwell time, the possibility of a request for a rescue locomotive is envisaged, in order to implement the preventive operational measures for rescue. In any case, the IM will manage the following trains in relation to the prevalence of the flows. In any case, the distress call must be communicated to the IM within 15 minutes from the train stop;
- formally request the rescue locomotive within 15 minutes of train stop or give confirmation of the "distress call" within 15 ' of the emergency notice by communicating to the IM:
- the state of efficiency of the on-board subsystem (SSB);
- the state of efficiency of the services provided on board;
- the number of passengers on board the train and any emergency situations for the same (need for transfer, presence of people with health problems, lack of air conditioning services, etc.).

The IM will be able to implement the rescue procedure, formally ordering the immobilisation of the trainset when:

- 15' have elapsed since the train was stopped and no distress call or formal rescue request was communicated;
- 15 minutes have passed since the distress call without formal confirmation of the distress call.

b) Rescue methods

In the absence of a transfer request from the RU concerned, train traffic on the line will take place in relation to the prevalence of the flows.
For the purpose of greater containment of the time to carry out the rescue below, the ways in which the rescue must be carried out in order to guarantee shelter in a suitable place of service are listed below in order of priority and in any case taking into account the real traffic situation and the intervention time:

- "push" or "tow" of the train material that requires assistance with another train in commercial service which, on the basis of the indications provided by the RU to the IM, is technically compatible with the first;

- "Push" or "tow" of the train material that requires assistance by sending the spare material from the location which, based on the indications provided by the RU to the IM, is technically compatible with the first;
- use of the diesel vehicle only in cases of:
  1. unavailability of the power line;
  2. non-coupling potential with the materials of the trains in commercial service in circulation;
  3. unavailability declared to IM by the RU concerned of the spare material at the envisaged location;
  4. presence of steep slopes above 15 per thousand.

For points 2, 3 and 4, the use of a specific electric vehicle available in a location adjacent to the spare request point can be assessed.

c) Transfer methods

In the presence of a request for transfer by the RU, the movement will take place by routing the trains concerned on the conventional line. In order to allow the IM to adopt fair, transparent and non-discriminatory measures, at the same time minimising the unavailability of the line section, the RU concerned - taking into account the actual traffic situation and intervention times - must carry out transfer in the following ways indicated in order of priority:

- following train;
- delivery of spare material.

2.4.4.4 Operating procedures and timing of clearing activities using equipped rescue vehicles or other suitable vehicles

Without prejudice to the notice and distress call times referred to in paragraph 2.4.4.3 above, when a train stops on the railway infrastructure due to a blocking failure which requires the need for clearance through equipped emergency vehicles, train operators must give immediate notice to IM traffic operators via the on-board telephone equipment, or present along the line, or of another type, confirming the train number and type of rolling stock, also providing the information available on the type of blocking fault occurred or on the state of efficiency of the services provided on board or on emergency situations for passengers who are on board the train.

The aforementioned preliminary information is intended to reduce intervention times to a minimum and to implement measures to minimise passenger inconveniences.

The traffic operator must communicate the clearing notice to the accredited IM traffic Referent who establishes, on the basis of the traffic situation, the most suitable methods for any assistance aimed at clearing the material.

For the purpose of recovering the train, the immediate approach of an equipped rescue vehicle with the authorised station adjacent to the stop point of the rolling stock in line must be requested by the IM traffic Referent; in the event that the stationary train is at the station with consequences on the regularity of the other scheduled services, the immediate approach of an equipped rescue vehicle to the station must be requested by the IM traffic Referent.

The IM will remove the vehicle as soon as possible, giving it the highest priority or deferring the intervention of the emergency vehicle taking into account the repercussions on train traffic due to both the inconvenience itself and those deriving from the recovery operations.

In the event that the rescue vehicle closest to the place where the event occurred is already engaged, the IM will order the intervention of another rescue vehicle, in compliance with the additional action zones.
In the event of a clearance order with an equipped vehicle, the IM will guarantee the departure of the vehicle:

- within 20 minutes of the request if during workshop hours;
- within 60 minutes of the request if outside workshop hours.

2.4.4.5 Consequences in the event of non-compliance with the obligations relating to the clearing of the infrastructure by the use of emergency locomotives, spare material or equipped emergency vehicles

The unavailability of locomotives/spare trainsets and/or equipped emergency vehicles stated by IM or the unjustified refusal of the RU to follow the clearance order given by the IM, constitute a breach of the contract of use. The occurrence of these cases on at least two occasions constitutes a serious contractual breach. Upon the serious breach of contract, as indicated above, IM will provide a detailed report to the TRA and may declare the use contract terminated.

2.4.5 Investigations on operating accidents/incidents

Investigations by the Investigative Body of the Ministry of Infrastructure and Transport

In the event of serious accidents, the Investigation Body (IB) of the Ministry of Infrastructure and Transport investigates in order to provide any recommendations aimed at improving railway safety and preventing accidents. The IB may also initiate investigations in the presence of accidents or incidents which - under different conditions - could have led to serious accidents.
The nature of these investigations, as well as the jurisdictions, obligations and responsibilities of the parties (ANSFISA, Infrastructure Managers, railway companies) regarding them are defined in art. 19 of Legislative Decree 50/2019, to which express reference is made.

ANSFISA investigations

Notwithstanding that the jurisdiction following accidents/incidents or specific chain of them fall under the responsibility of the IB, ANSFISA, when deemed necessary, carries out investigations aimed at promptly acquiring the elements useful for identifying the causes of the event, in order to adopt any immediate regulatory and technical interventions that contribute to avoiding the recurrence of these events.
The IM and the RUs must provide maximum collaboration to the personnel appointed by ANSFISA to carry out the investigations, guaranteeing access to the facilities, rolling stock, documentation, equipment and databases.
For a complete study on the subject, express reference is made to art. 5.4.3 of Annex A of ANSFISA Decree no. 4/2012.

Reporting and investigation obligations of the IM and RU

In addition to the reporting obligations to the ANSFISA in the event of accidents and ì/or incidents that have affected or could have compromised the safety of traffic and railway operations (defined by art. 5.4 in Annex A toe ANSFISA Decree No. 4/2012), to which express reference is made, the IM and the RUs have the obligation to investigate any accident or incident that has affected their staff, their vehicles, facilities or activities.
If several operators are involved in the same event, each of them must carry out an autonomous evaluation process, guaranteeing in any case the exchange between the operators involved of the elements useful for the investigation.
The concluded investigation reports must be made immediately available to ANSFISA and to the other operators involved. Based on the respective analysis processes, each operator will have to evaluate the possibility of reopening their investigation in order to further "refine" it. ANSFISA will be able to intervene in order to induce operators to an unequivocal conclusion of the investigations, arranging, if necessary, to reopen them.
For a complete study on the subject, express reference is made to art. 5.4.2 of Annex A of ANSFISA Decree no. 4/2012.
Pending the regulatory reorganisation on the investigations by ANSFISA in the matter of accidents/incidents that have or could have compromised the safety of train traffic or railway operations and the subsequent formalisation by the IM of the relative procedure of implementation envisaged by point 5.4.2 of Annex A of ANSFISA Decree no. 4/2012-on the basis of the still in force IM provision no. 55/2003- the IM arranges, according to the type of event that has taken place, the planned investigations.
This IM investigation includes the collection and analysis of information, the verification of the dynamics of the event, the quantification of the relative damages and the formulation of conclusions, the determination of the causes and the identification of the responsibilities.
IM, following an evaluation process of the findings of the assessment, makes the investigations available to ANSFISA and transmits a copy to any RU involved in the event.
IM, upon specific request, sends the investigation reports and any improvement measures to the Ministry of Infrastructure and Transport IB.
Should the TRA start investigations during anomalous events, IM and RUs make all the available documentation available and transmit it upon request.

2.5 EXCEPTIONAL TRANSPORT

RU, in possession of the required requisites, submits the authorisation request for the execution of exceptional transport to IM which will be assessed in relation to the type of transport and the compatibility of the infrastructure.
To this end, IM issues authorisation for forwarding, whose maximum validity is 12 months.
During the period of validity, multiple identical transports can be carried out, with characteristics corresponding to those of the authorised transport.
The authorisation is also valid for carrying out identical transports which originate or terminate at intermediate stations on the authorised route.

2.6 HAZARDOUS FREIGHT

The IM does not have suitable facilities for hazardous freight;

2.7 TRAIN-LINE COMPATIBILITY FOR THE USE OF AUTHORISED VEHICLES

Before a railway company uses a vehicle in the area of use specified in its authorisation for market introduction (art. 23 Legislative Decree 57/2019) the same verifies that:
a) the vehicle has been authorised to be placed on the market and registered;

b) the vehicle is compatible with the line, 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;

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.

With reference to paragraph b), on a temporary basis, such use is subject to the release of the mobility granted by the IM or to the assessment by the IM of train-line compatibility checks carried out by the Railway Companies. Pursuant to Ministerial Decree 5-8-2016 for business continuity and in compliance with the provisions on safety as per ANSFISA note no. 9956 of 26-9-2016, the IM issued the procedure for authorising use. In addition, the IM prepared and sent ANSFISA, with note BUEI/765 of 23 October 2020, a check of its infrastructure with reference to the points in ANSFISA decree 1/2016 of 13-12-2016 to verify vehicle/network compatibility.
Currently, the IM does not require any payment for the preliminary investigation of the procedures for issuing authorisation.

2.8 STAFF ACCEPTANCE PROCESS

The RUs must use personnel with safety duties (conducting, accompanying and preparing the trains) included in the lists of the Safety Certificate owned and included in the ANSFISA databases, or safety personnel specifically identified by the IM, whose name was communicated to ANSFISA. Personnel with security duties are required to possess and exhibit a document certifying their identity and authorisation to perform the duties to the ANSFISA staff responsible for checks in the format provided for by the current provisions.
RU staff are required to use the Italian language in communications with the IM.

CHAPTER 3 - INFRASTRUCTURE FEATURES

3.1 INTRODUCTION

The chapter describes the main features of the FSE railway infrastructure, with the aim of providing railway companies with all the elements necessary for them to be able to plan their offer and request the related train routes and associated services.
In particular, the Company deals with the management and maintenance of a railway infrastructure of approximately 474 km, interconnected with the national one managed by Rete Ferroviaria Italiana S.p.A. which is divided into eight railway lines, specifically Bari-Taranto, Mungivacca-Putignano, Martina Franca –Lecce, Novoli-Gagliano, Casarano - Gallipoli, Lecce-Gallipoli, Zollino-Gagliano, Maglie-Otranto, owned by the Apulia Region.
The details of the information provided in chapter 3, such as the features of the lines and facilities, are contained in annexes 1 (*Infrastructure description*) and 2 (*Facility features*).

3.2 NETWORK SIZE

3.2.1 Size

The FSE railway infrastructure consists of the following lines:

- Bari – Taranto km 112,630
- Mungivacca – Putignano km 43,412
- Martina Franca – Lecce km 102,588
- Novoli – Gagliano km 74,194
- Casarano – Gallipoli km 22,003
- Lecce – Gallipoli km 52,961
- Zollino – Gagliano km 46,502
- Maglie – Otranto km 18,271

3.2.2 Location of connection of the National Railway Infrastructure with regional networks

The stations/places of connection between the national railway infrastructure and the FSE are:

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

3.3 NETWORK DESCRIPTION

3.3.1 Geographical data

The information relating to the lines belonging to the FSE infrastructure can be deduced from Annex 1 (Infrastructure description).
The FSE infrastructure line gauge is 1435 mm.

3.3.2 Line features

3.3.2.1 Shape

The limit shape is of the type (EN 15273) G1

3.3.2.2 Limits per axial mass

Line classification by axial mass can be deduced from the following table:

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

Any special limitations in the event of loads exceeding the permitted load limit will be communicated on request to the RUs concerned during the programming phase.

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

3.3.2.4 Line speed
The side (line) speeds, in its minimum and maximum values for each speed rank admitted in the line, are shown in the Line Files/Timetable Files available on the company website. Currently for the minimum measures implemented with ANSFISA note prot. 9956/2016 the maximum speed of lines without the Discontinuous Cab Signalling System is limited to 50 km/h.
It is also specified that with the implementation of the planned interventions specified in the PAIT, the speed of the lines will be progressively brought up to speed;

3.3.2.5 Maximum train length
The line module, which represents the maximum length that can be used by trains, passenger and freight, which can travel it (locomotive/plus towed material) is shown in the Line Files/Timetable Files.

3.3.2.6 Power system
The power systems on the Manager's network are:
a) 3000 V DC TE on the Mungivacca - Putignano line and on the Bari - Mungivacca and Putignano - Taranto RFI sections of the Bari - Taranto line;
b) TD, non electrified line (Diesel traction).

3.3.3 Safety systems and communication systems
3.3.3.1 Signalling systems
The technological equipment of the lines can be deduced from Annex 1.

3.3.3.2 Traffic control systems
The traffic regime in use on the railway infrastructure lines can be deduced from Annex 1.

3.3.3.3 Communication systems
P.M.

3.3.3.4 Operation and control systems - (Minimum measures 9956 ANSFISA)
Operating systems
The operating system in use on the railway infrastructure lines can be deduced from Annex 1. The following acronyms are used: Centralised Traffic Control (CTC), in which the Operating Unit Manager (OUM) operates together with Local Management (LM).

Operating control systems
The railway infrastructure lines are currently being equipped with the Discontinuous Cab Signalling System (SCMT).

3.4 TRAFFIC RESTRICTIONS
3.4.1 Dedicated lines
There are no dedicated lines on the FSE network.

3.4.2 Environmental restrictions
P.M.

3.4.3 Hazardous freight
There are no facilities suitable for the warehousing/distribution of hazardous freight on the FSE network, for this reason the circulation of this freight is prohibited.

3.4.4 Tunnel restrictions
P.M.
3.4.5 Bridge restrictions
P.M.

3.4.6 Other restrictions
P.M.

3.5 OPERATING HOURS AND MAINTENANCE INTERVALS
Line authorisation period Line opening period
The normal line and system authorisation period is 19h, from Monday to Saturday. The actual line authorisation time can be deduced from the Timetable File.
Any requests and consequent assignments of train routes outside the aforementioned authorisation period entails the economic burden corresponding to the cost of extending the period borne by the RU.
For remote control stations, the times indicated refer to the central office authorisation time with D.C.O.
In the stations run by the Traffic Manager (TM), on the lines operated by the Local Management (LM), during the disabling period it is not possible to carry out shunt, crossing and precedence operations.

Maintenance intervals are provided in Annex 3.

3.6 SERVICE STRUCTURES
3.6.1 Passenger stations
Information on FSE passenger stations regarding:
- Name;
- Geographic position

can be found in Annex 2.

Availability of infrastructures for passenger service.
The form of the composition of passenger trains that can stop in network locations corresponds to the length of 110 m.

Accessibility to stations/stops for people with disabilities and reduced mobility (PMR)
It is guaranteed by requesting 48 hours notice at the toll-free 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 infrastructures for freight service.
RU submits the request for freight transport to IM to be assessed in relation to the type of transport, the compatibility of the infrastructure depending on the type of facilities affected by the route identified.

3.6.3 Train composition/breakdown areas, including shunting areas
Installations equipped with functional areas for rolling stock composition/dismantling activities through the provision of at least two tracks are listed in Annex 2.

3.6.4 Areas, facilities and buildings intended for parking, shelter and storage of rolling stock
The IM offers the parking service on the secondary tracks of the railway infrastructure, where present, and on the traffic tracks with the exclusion of remote controlled stations, compatibly with the needs related to the planning of the timetable and the regulatory constraints.

3.6.5 Maintenance centres
The facilities functional to vehicle maintenance are of the exclusive competence of the FSE.
The facilities are located at the stations of Lecce and Bari*.

*Since the Bari Sud Est station will be subject to future decommissioning for the construction of the Bari node and the Bari Centrale RFI station new track layout, the Bari facility may no longer be available in the year 2023;

3.6.6 Washing bay

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3.6.7 Preheating, air conditioning and use of REC power supply for maintenance and cleaning of passenger trains and water supply of trains

P.M.

3.6.8 Refuelling

The facilities functional to refuelling are of the exclusive competence of the FSE.
These facilities are located at the stations of Martina Franca, Lecce and Gallipoli.

3.6.9 RNE standard form for service facilities description

The model can be found on the company website fseonline.it at the following location: the Company -> Facility operator -> Service facilities;

3.7 NETWORK USE

The FSE railway infrastructure is divided into lines managed mainly on a single track with capacity dependent on the distances between the facilities with precedence tracks. The network can be used until the lines are saturated according to the possibility of programming the intersections along the line.

In the event of reaching the hourly or daily limited capacity threshold, the AB conducts an analysis aimed at the timely evaluation of commercial capacity, the given transport plan and prepares proposals to optimise the use of capacity.
If the saturation threshold is reached, even in a single time slot, the AB declares the line concerned saturated in advance of the procedures set out in the saturation declaration.

CHAPTER 4 - CAPACITY ALLOCATION

4.1 INTRODUCTION

The definition of the regulatory framework for access to the infrastructure and the principles and procedures for allocating capacity may be subject to adjustment pursuant to what will be contained in the provisions adopted by TRA pursuant to art. 37 Legal Decree 201/2011 (converted into law, with amendments, by law 22 December 2011, no. 214).
Any additions/changes that the IM should make during the course of their validity will be made known in ways similar to those used for this document.

Contents regarding this chapter are formulated, for the parts of remit, by RFI Spa, as AB.

4.2 PROCESS DESCRIPTION

1. IM publishes the plan on its institutional website (also communicating it via certified e-mail to all interested parties) that sets the expiry dates for each of the phases in which the process of assigning the timetable tracks and services is divided, with reference to the date of activation of the service timetable and to those of any intermediate adjustments.

2. the RU must submit, to the AB, the requests for train tracks and extra services PMdA indicating at the time of the request:

- the specifications of commercial services
- the shift hypothesis of the rolling stock connected to all the required tracks;
- any shunting necessary for train shelter/placement
- for OSP passenger services, the reference to the Service Contract to which each track is related.

Requests must be sent to the AB through the communication platform called ASTROIF.
RUs can request login credentials to the platform at the following email addresses:
astroif@rfi.it; rfi-dce-dco@pec.rfi.it

3. Requests for the use of the extra PMdA services are sent to the IM for the discussion and verification of feasibility.

4. In the event of incomplete or non-compliant requests with respect to the terms and methods established, AB gives formal communication to the RU within 10 working days from:

i) from the start date of the allocation process for train track requests and services for the next timetable,

ii) from the date of presentation for requests for train tracks and services during the timetable. RU has the right to integrate the request within 10 working days from the communication of IM, under penalty of forfeiture of the same.

5. After examining the requests and obtaining approval by IM for the assignment of extra associated PMdA services, AB proceeds to the assignment of the train tracks and services by applying, where necessary, the criteria that govern the coordination procedure indicated in paragraphs 4.4.4 and the priority criteria indicated paragraphs 4.4.5.3 and 4.4.6, communicating to the RU acceptance or justified denial of the request.

6. The right of use of train tracks and services is realised through the stipulation of specific administrative and financial administrative agreements between the IM and RU, called the contract for the use of the railway infrastructure.

7. It is the task of IM to avoid the emergence of information asymmetries among the Applicants in order to guarantee fairness and non-discrimination to the entire process.

New passenger services - Notification requirements

If an Applicant intends to provide a new passenger railway service, not regulated by the public CdS, they must inform the Infrastructure Manager, the Allocation Body and the TRA about this new service at least 18 months before the entry into force of the service hours to which the capacity request refers.

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

4.3 DEADLINES FOR TRACK AND SERVICE APPLICATIONS

4.3.1 Deadline for capacity applications under the Framework Agreement

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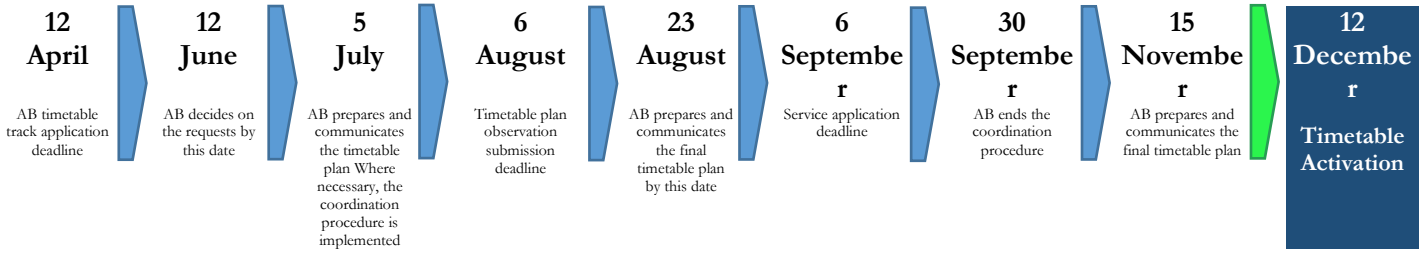
4.3.2 Deadline for track and service applications for the 12 December 2021 - 10 December 2022 timetable

Applicants can submit to the AB, according to the procedures set out in paragraph 4.2., request for train routes and services for the service timetable subsequent to the one in force, starting one month before the start date of the corresponding allocation process with the deadline for submitting train route requests to the AB".;

However, applications are processed according to a differentiated procedure according to whether the application was received before or after the start of the allocation process, set at least 8 months in advance of the day the timetable comes into effect. All applications for a service timetable, received within the deadline set in this paragraph, are processed by AB from the first business day following the deadline itself.

Applications submitted following any needs accrued after the deadlines referred to in this paragraph will be processed and assigned only after the resolution of all applications submitted in compliance with the previous deadlines and in any case in chronological order.
The allocation of timetable tracks and ancillary services requested within the aforementioned deadline is based on the following schedule:



Acceptance of the final timetable plan, which must be communicated by the RUs within 5 calendar days of the AB's communication, entails:

1. for the applicant (non-RU), the obligation to designate an RU that will perform the service on its behalf, under penalty of application of the provisions of paragraph 4.6.1;
2. for the RU, the obligation to sign the use contract, under penalty of application of the provisions of paragraph 4.6.2.

The signing of the contract constitutes a formal act of assigning the train tracks.

4.3.3 Deadline for track and service applications for intermediate adjustments

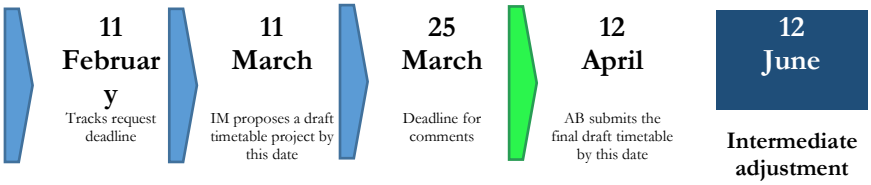
The assignment of train tracks on the occasion of any intermediate adjustments of the valid timetable for passenger services is based on the following schedule:

- the deadline for the request for train paths and services is set at least 4 months in advance of the adjustment date which will be announced with the procedure referred to in paragraph 4.2;
- within 30 days from the deadline for the request for train tracks, the AB prepares a timetable plan, after consulting the interested parties, and grants the RU a deadline of 15 calendar days for the presentation of any observations, to be assessed for the purpose of allocating the specific infrastructure capacity.
- In case of observations by the RUs, the AB prepares the final timetable plan within 60 calendar days from the activation of the intermediate adjustment.

All requests received within each of the deadlines indicated above are processed by AB from the first business day following the deadline itself.
The requests for timetable tracks in the event of any intermediate adjustments of the valid timetable that are presented by the RUs beyond the set deadline will be processed, after examining the requests received within the prescribed deadlines, in the chronological order of receipt. The definition of the tracks or the rejection of the request by the AB will take place within 15 calendar days from the activation of the adjustment.

Requests submitted less than 3 months after the date of activation and rejected before the activation of the adjustment, will be processed again after the adjustment has been activated, in the same way as requests during the timetable.

The signing of the contract, if not already signed previously, constitutes a formal act of assigning the train tracks.



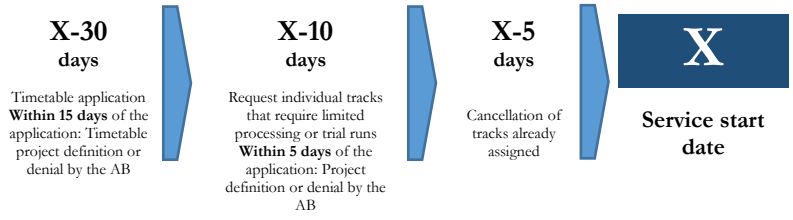
Timing for submission of requests for the intermediate adjustment for the timetable in force from 12 December 2021 to 10 December 2022

4.3.4 Deadline for timetable applications

Timetable planning applications

Except as indicated for the case of intermediate adjustment, timetable track/service applications must be submitted in advance:

- at least 30 calendar days from the date of execution of the service for applications with more than two tracks (excluding the related technical tracks). The definition of the timetable project or the denial of the application by the AB will take place within 15 calendar days from the receipt of the application;
- at least 10 business days with respect to the activation date of the track/service, if the request concerns up to two tracks (excluding the related technical tracks), or for test runs aimed at line processes or test approval and provided that the RU is already in possession of a contract of use for similar services. In this case the acceptance or denial of the tracks by the AB will take place within 5 calendar days from the receipt of the timetable project application;
- at least 5 business days from the scheduled date of implementation of the provision in the event of requests concerning the cancellation of tracks/services already assigned.



The signing of the contract, if not already signed previously, constitutes a formal act of assigning the train tracks.
Acceptance of timetable applications and the implementation of changes to new or modified timetable tracks are suspended in the previous 15 calendar days and in the 15 calendar days following the date of implementation of the service timetable or of an intermediate adjustment.

Operations management requests

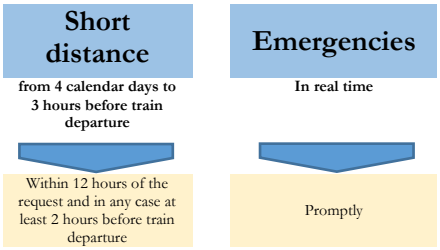
Time requests

Requests for operations management tracks are possible only within the framework of a contract already signed and fully effective and in line with the lines specified in the safety certificate, and must be made by the accredited referent of the RU holder of the contract with the accredited AB referent, present on the territory and identified unequivocally in the contract of access, respecting the following schedule:

- from 4 calendar days to 3 hours before train departure;
- in real time in case of emergencies (including those of public order).

Upon feasibility check and approval by IM, the AB will reply according to the following schedule:

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



Service requests

Requests for operations management services (assignment of new services and/or changes in scheduled services including changes to physical shifts) are possible only within the framework of an already signed and fully effective contract and must be made by the accredited RU referent with the accredited IM referent, present on the territory and identified unequivocally in the infrastructure use contract.

To make the request, the RU must respect the following schedule:

- from 4 calendar days to 3 hours before the scheduled time for the provision of the service;

The IM will reply according to the following schedule:

- within 12 hours from the request and in any case at least 2 before the unscheduled service time request;
- promptly for operations management service requests in real time.

Timetable planning and operations management application processing

Requests for the assignment of additional timetable or operations management tracks/services are processed in chronological order from the moment of their submission and granted from time to time within the limits of the available capacity.

Operations management requests, regarding the execution of the same track, cannot normally be repeated for more than 5 times in the same month.

4.3.5 Changes to the daily schedule

The tracks and services covered by the contract and any changes during the timetable may be subject to changes which include:

- Specific RU requests;
- Specific Infrastructure Manager needs;
- Needs due to Force Majeure.

4.3.5.1 Specific requirements of the railway company

4.3.5.1.1 Timetable changes

Any request to change the assigned track and any related services not due to the application of the rules dictated by this document regarding the management of disturbed traffic and the execution of works on the infrastructure is, in terms of its acceptance, formalised with the preparation of a timetable variation provision by AB.

4.3.5.1.2 Change in operations management of tracks and contracted services

The RU contract holder has the right to request in operations management (i.e. in the 4 calendar days preceding that of use), new tracks and/or variations of the contracted timetable tracks and services.
The changes requested in the 4 calendar days preceding that of use are subject to appropriate assessment and agreement between the parties, except as provided for disturbed traffic, as well as for the case of non-use which remains the exclusive competence and responsibility of RU.

In particular, RU has the right to formulate a specific request for the cases described below:

- **Assignment of new tracks and/or variations of the contracted train tracks**
  RU has the right, through its accredited referents indicated in the contract, to present a formal request for new train tracks, new services and/or changes to the contracted timetable tracks and services to the accredited AB referent, in compliance with the deadline defined for the operations management track request, unless proven failure/unavailability of the facility itself (in this case requests made through the tools indicated by the accredited AB referent will be accepted). The AB referent, after an appropriate examination of the request, will assign it; any denial must always be motivated.
- **Departure deferment**
  If the RU's accredited referent, in anticipation of delay on departure, still intends to use the assigned track, he must formally communicate his will to the accredited AB referent who can accept the request or deny the same, possibly proposing a new track. The AB will only be able to accept the request if it does not involve a rescheduling of other services. The denial will always be motivated by AB.

  In case of acceptance by the AB of the deferral, the agreed delay on departure with respect to the scheduled time will not generate economic flow from the performance regime nor will it be valued for the purpose of the arrival of the train within the punctuality threshold.

  In case of denial by the AB of the deferral, the RU referent may formalise the cancellation of the track with the economic consequences referred to in paragraph 4.6.3, possibly requesting a new deferred track, or decide to use the original track by attempting to overcome problems related to delay.

  In the event that the RU referent does not request the deferral and the train leaves within 30 minutes of the scheduled time or within 60 minutes for freight services, the accumulated delay on departure will generate economic flow according to the mechanisms of the performance regime.

  In lack of a specific request for deferment within the departure time and if the train does not depart within the times indicated in the preceding paragraph, the accredited AB referent considers the track cancelled in fact attributable to RU with the economic consequences referred to in paragraph 4.6 .3.

  In this case, if the RU referent expresses his desire to perform the service anyway, the accredited AB referent can formulate the hypothesis of a new track, with characteristics equal to or similar to the one cancelled, proceeding with the formal assignment of the same after definitive confirmation by RU.

- **Change in composition with respect to the contractual line**
  RU has the right to change the composition of the train, with reference to the assigned line, only if this change is of an exceptional and unsystematic nature and with the following operating methods:

  - if the changed composition complies with the values defined in the planning stage and shown in the annex to the contract, the accredited RU referent will be required, within 2 hours from train departure, to communicate this to the accredited AB referent;
  - in the event that the train composition should:
    - exceed the values defined at the design stage and shown in the annex to the contract,
    - involve reductions in the maximum speed or in the rank of circulation due to degradation of the rolling stock or change of the programmed material
    - involve a train length greater than that established at the design stage

RU must formally request, at least 5 hours before departure, specific authorisation from AB which will reply in sufficient time to allow the train to depart with the new composition. AB's right to formally reject the proposal and/or formulate new alternatives remains unaffected.

In both cases, the changes to the train composition must comply with the provisions of the current operating regulations.

If AB detects a systematic use of the change in the composition of the train, it reports this to TRA.

In all cases of formal denial of the request, the assigned track will be considered de facto cancelled attributed to RU, with the economic consequences referred to in paragraph 4.6.3. The denial will always be motivated by AB.
In the event of technical non-compliance of part of the material, found during the ancillary operations prior to the departure of the train or along the route, the AB referent, having received the communication from the RU referent in real time, will verify that the latter promptly resolves anomalies, provided that the absolute maximum values defined by current operating regulations are in any case respected.
In case of delay in solving the problem, the AB referent will comply with the provisions of the previous point.

- **Additional stop request**
  It is also possible for RU to request, and for AB to grant, additional stops for passenger services or for technical operations, provided that the composition of the train falls within the maximum length of the platform of the station tracks. If a train composition exceeding the maximum length of the platform of the station tracks stops, RU must - at its own expense, charge and liability - guarantee passenger and possibly infrastructure safety conditions, limiting passenger boarding/deboarding operations only to the carriages contained on the platform. The composition of the train must however conform to the technical characteristics of the system.
  The request must be formalised 2 hours before the departure of the train with the AB referent who can accept or reject the change, based on availability/traffic conditions, giving timely communication to the RU. In case of denial, the AB referent has the right to propose an alternative solution. The denial will always be motivated by AB.

4.3.5.2 Infrastructure Manager Needs

The AB has the right to totally or partially cancel one or more contracted tracks or services, for needs related to the regularity of traffic or compliance with the operating program following the execution of works on the infrastructure. The cancellations will be sent to the RUs via the AB-RU communication systems.

4.3.5.3 Force Majeure

If the changes are due to causes not attributable to the responsibility of RU or AB, they are considered due to force majeure and therefore no penalty is applied.

4.4 ALLOCATION PROCESS

4.4.1 Framework capacity allocation process

P.M.

4.4.2 Track and service allocation process

As part of the process of assigning tracks and services, AB strives to satisfy all requests as far as possible.
In this process, the AB will take into account, as far as possible, the constraints on the Applicant, including the economic impact on their business.
The time slots into which freight transport services can be inserted are identified outside the "commuting" time slots defined in point 2.4.2. The available capacity for the allocation of timetable tracks between the RUs that request it is net of the quota necessary for maintenance and infrastructure interventions under operation, with reference to each line.

Any requests and consequent assignments of tracks outside the authorisation period indicated in point 3.5 entails the economic burden corresponding to the cost of extending the period borne by the RU.
AB ensures, as far as possible, that the scheduling of these tracks is kept unchanged in the subsequent stages of defining the service timetable.

4.4.3 Harmonisation process

1) In order to guarantee an effective and optimal use of the railway infrastructure, taking into account the commercial functions of the services, the AB prepares the timetable by resorting, if necessary and involving the appropriate RUs, to the flexibility margins with respect to the departure time required for each timetable track to the maximum extent of:

a. ± 15 minutes for regional public passenger services;
b. ± 30 minutes for freight services;
c. The flexibility margins previously reported are reduced to ± 10 minutes in the commuter slots only. Reduction applied exclusively to passenger services

The flexibility margins used in the harmonisation phase will take due account of the timing needs and the coincidences between services.
2) Without prejudice to compliance with the principles referred to in paragraph 1 of this paragraph, the AB in the harmonisation phase of two or more conflicting tracks proceeds to satisfy them following the criteria set out in paragraph 4.4.5.2.
3) The RU has the right to apply to the TRA to review the determinations adopted by the AB.

4.4.4 Track and service coordination process

Track coordination
If it is not possible to define the timetable plan on the basis of what is indicated in paragraph 4.4.3, AB starts the coordination procedure in order to reconcile the conflicting requests, after hearing the requesting RUs and involving, in the case of tracks included in public service contracts, also the commissioning public administrations.
During the consultation phase, the AB transmits the following information to interested parties:

- railway tracks required by all RUs on the same itineraries;
- railway tracks preliminarily assigned to all RUs on the same itineraries;
- alternative railway tracks proposed on the relevant itineraries;
- detailed description of the criteria used in the capacity allocation procedure.

This information is provided by guaranteeing the commercial confidentiality of the information, unless the interested parties have consented to it.
Upon delivery of the timetable plan, IM communicates, together with the harmonised tracks, the alternative proposals subject to the coordination procedure.
The RUs will be able to send justified observations and proposed changes within 30 days, in conjunction with the observations to the timetable plan. In lack of observations, the proposals will be deemed accepted. In the presence of observations, the AB will evaluate them jointly with the interested parties, guaranteeing transparency, fairness and non-discrimination in the final determination of the offer of tracks. The coordination procedure will be completed by 30 September at the latest.

Service coordination
In the case of conflicting service requests, after consulting the applicant RUs, the AB proceeds to reconcile those in conflict. During the consultation phase, the AB will send alternative proposals to the RUs by 30 September, starting the coordination phase which will end on 15 October.
RUs have the right to apply to the TRA for the review of the determinations adopted by the AB with reference to the procedure for coordinating tracks and services.

4.4.5 Saturated lines

4.4.5.1 Declaration of saturation

If the proposed modification of the tracks, required for services referred to in the cases of par. 4.4.3 p. 1), formulated by the AB as part of the coordination procedure, differs, with respect to the request of the RUs, by a value equal to or greater than ± 16 minutes and at least one of the RUs rejected the proposal formulated by the AB, the latter declares the element of the Infrastructure concerned saturated and provides communication to the TRA and to the Companies concerned.

In the event that the AB declares the element of the infrastructure concerned saturated, also as a result of that illustrated in par. 3.7, and as long as the organizational and/or infrastructure intervention aimed at eliminating saturation is not implemented, it allocates the available tracks according to the priority rules indicated in the following paragraph 4.4.5.2, also taking into account any infrastructure designation for certain types of traffic.

4.4.5.2 Timetable track priority criteria

1. In assigning the timetable tracks for requests for a time and/or for an intermediate adjustment, AB gives priority to:

- transport services qualitatively and quantitatively sufficient to satisfy passenger mobility, governed by specific service contracts to be stipulated between the RU and the State or Regions;
- freight services.

2. Any incompatibilities between timetable tracks of equal priority pursuant to this paragraph, section 1, are governed by considering the service aimed at the characteristic traffic of the concerned timetable track as a priority, as follows:

- the transport services quantitatively and qualitatively necessary to satisfy passenger mobility governed by specific service contracts to be stipulated between the RU and the State or Regions take priority over the other services indicated in paragraph 1 in the commuter time slots. The time slots are identified from 6.00 to 9.00am and from 12:30 to 3:30pm;

3. For incompatibilities not resolved in application of the rules referred to in the preceding paragraphs, capacity will be assigned primarily to services which, in order:

- are carried out at scheduled times even if carried out by several RUs on the basis of specific commercial agreements, to be documented by the AB at the time of the request for track and in any case stipulated in compliance with the principles provided in art. 101 of the Charter and relevant national legislation;
- mostly use similar weekly tracks;
- use tracks that segment the line to a lesser extent, developing the greatest number of kilometres individually.

Should the impossibility to resolve the conflict persist, with the priority represented by the chronological order of application submission.

4. In the allocation of capacity for timetable requests, the priority is always determined by the chronological order of submission of the requests.

5. The priority service cannot however, in the presence of other requests, saturate the infrastructure capacity, since the priority is not an exclusive right.

6. The incompatibilities that may occur between track requests by different Railway Companies within the same type of service will be governed by the priority criteria set out in sections 1, 3 and 4 of this paragraph. With reference to the line in question, the RU that has priority cannot in any case be assigned all the tracks available during the day for the type of service requested, as an exclusive right does not constitute the priority: the quota is set at 80% maximum number of available tracks that can be assigned to the RU that has priority.

7. The priority criteria referred to in this paragraph refer exclusively to the allocation of the integrated capacity of the lines, facilities and terminal terminals owned by IM. The priority criteria in traffic management can be deduced from the current operating regulations.

4.4.5.3 Capacity analysis and upgrade plan

1. When an infrastructure has been declared saturated, the AB performs a capacity analysis, unless an upgrade plan is already in progress.

2. The capacity analysis in the case of saturated infrastructure aims to determine the restrictions of infrastructure capacity that prevent requests from being adequately satisfied, as well as to propose methods aimed at satisfying additional capacity requests. This analysis shall identify the reasons for the saturation and what measures might be taken in the short and medium term to resolve it.

The 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. AB can take measures that include changing the itinerary, reprogramming services, speed changes and infrastructure improvements.

The capacity analysis must be completed within 6 months from the time the infrastructure was declared saturated.

3. Within 6 months from the completion of the capacity analysis, referred to in paragraph 2 above, AB submits a capacity enhancement plan.

The capacity upgrade plan is drawn up after consulting the user of the saturated infrastructure and must indicate:

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

In addition to the above, the upgrade plan determines, based on a cost-benefit analysis of the possible measures identified, the actions to be taken to upgrade infrastructure capacity, including a timetable for the implementation of the measures.

4.4.6 Service priority criteria

When assigning the requested services, the IM takes into consideration the following priority criteria:

1. Priority service of the requested asset;
2. Priority criteria of the timetable tracks connected to the service;
3. Maximisation of asset use;
4. (only for late or timetable requests) Chronological order of submission of the request (first in/first served).

4.4.7 Application results

At the end of the allocation process, AB communicates the detail of the timetable tracks to the RU. The formal assignment will take place with the stipulation of the Contract.
Requests denied due to insufficient capacity will be reviewed in agreement with the applicant on the occasion of the subsequent time adjustment for the itineraries concerned. Operations management requests are exempt, for which the response is to be considered final.

It is specified that the scheduled capacity restrictions programs are defined and shared by the IM and the AB, in compliance with the provisions set out in Annex VII of Directive 2012/34/EU as amended by the delegated decision EU 2017/2075.

4.5 CAPACITY ALLOCATION FOR INFRASTRUCTURE MAINTENANCE

In the preparation of the operating programs for the capacity restrictions pursuant to points 2, 3 and 4 of par. 2.3.2.5, if cancellations or deviations are required on alternative routes, the IM will prepare the timetable measures with the aim of maximising the use of capacity and maintaining the greatest number of tracks on the lines affected by the restrictions, keeping any particular needs such as traffic on simple track lines or termination constraints in mind.
In case of non-agreement with the RUs, the IM will allocate the available capacity by applying the criteria referred to in par. 4.4.5.2.
It is understood that the scheduled capacity restrictions programs are defined and shared by the IM and the AB, in compliance with the provisions set out in Annex VII of Directive 2012/34/EU as amended by the delegated decision EU 2017/2075.

4.6 RULES FOR FAILURE TO DESIGNATE/CONTRACT/USE CAPACITY

The following paragraphs (4.6.1, 4.6.2 and 4.6.3) govern the economic consequences in case of failure to designate/contract/use capacity on the infrastructure. It is the exclusive task of the AB to define the rules and criteria for quantifying the penalties, to be published in the PIR, to be considered in the contractual relationship between

the applicant for capacity and the IM, due to the failure to designate the RU that will carry out the traction and the failure to contract/use/availability of capacity; the penalties, in the amounts thus quantified, are then collected and transferred by/to the parties to whom they are entitled.

4.6.1 Consequences in case of non-designation of the RU by the Applicant (non-RU) and/or failure to contract the designated RU

1. The Applicant (non-RU) is required to pay IM an amount equal to 50% of the fee relating to the tracks made available and accepted, net of any traction current cost, calculated on the basis of the circulations of the first 60 days included in the issued and accepted timetable plan if:
    a. within the terms referred to in par. 2.2.2, the applicant (non-RU) does not designate the RU that will carry out the transport services;
    b. the RU designated by the Applicant (non-RU) does not sign the infrastructure use contract.
2. In the event that the tracks not used due to the occurrence of the cases *sub* a) and b) of point 1 concern, even only partially:
    - infrastructure sections or time slots declared to be limited or saturated pursuant to par. 3.7, the rate on which to calculate the penalty referred to in paragraph 1) is equal to 75%.
    - if at the occurrence of cases *sub* a) and b) of point 1 the tracks are subsequently allocated, with the same characteristics, to another applicant, the penalties charged to the defaulting Applicant (non-RU) (in the cases referred to in points 1, 2 above) and 3) are determined on the basis of the circulation of the first 30 days included in the issued and accepted timetable plan.

4.6.2 Consequences in the event of failure to contract (partial or total) the tracks

If the applicant RU, due to a fact attributable to it, does not contract the requested tracks, made available and accepted, the same RU is required to pay IM an amount equal to 50% of the fee relating to the non-contracted tracks, net of the possible cost of the traction current, calculated on the basis of the circulation of the first 60 days included in the issued and accepted timetable plan.
In the event that the non-contracted tracks are subsequently allocated, with the same characteristics, to another RU, the penalty for the defaulting RU is determined on the basis of the values referred to in the previous paragraph calculated on the basis of the circulations of the first 30 days included in the issued and accepted timetable plan.
In the event of one or more tracks that affect even only partially sections of infrastructure or time slots declared to be of limited capacity or saturated pursuant to par. 3.7, the same RU is required to pay IM an amount equal to 75% of the fee relating to the non-contracted tracks, net of any traction current cost, calculated on the basis of the circulations of the first 60 days included in the issued and accepted timetable plan.
In the event that the non-contracted tracks are subsequently allocated, with the same characteristics, to another RU, the penalty for the defaulting RU is determined on the basis of the values referred to in the previous paragraph calculated on the basis of the circulations of the first 30 days included in the issued and accepted timetable plan.
In the case of non-contracted tracks subject to requests made in compliance with a previous Framework Agreement relating to public transport services, the penalty is equal to 45% of the fee regardless of the nature of the lines (limited and non-limited capacity) affected by the cancellation, net of any cost of traction current, calculated on the basis of the circulation of the first 60 days included in the issued and accepted timetable plan.
In the event that the non-contracted tracks are subsequently allocated, with the same characteristics, to another RU, the penalty for the defaulting RU is determined on the basis of the values referred to in the previous paragraph calculated on the basis of the circulations of the first 30 days included in the issued and accepted timetable plan
In the event that the RU communicates non-contracted tracks and at the same time requests a new track that has the same characteristics as the waived ones, in terms of lines travelled and commercial timetables but with variation of circulation days and/or change in length of the route, the IM applies a bonus on the penalty for non-contract by calculating the difference between the toll for the non-contracted tracks and the toll set for the newly requested tracks, both calculated on the basis of the traffic of the first 60 days (or 30 days for the cases mentioned above), to which the percentage corresponding to the type of penalty is applied.
If this difference is positive, the RU will have to pay this sum to the IM as a penalty for non-use, if on the contrary this difference was negative or null, the RU will not have to pay any penalty.
The detail of any bonus is provided to the RUs after the contracting phase.

4.6.3 Consequences in case of failure to use the contracted tracks

Without prejudice to the consequences specified below, RU has the right not to use one or more contracted tracks in whole or in part.
The following rules apply if the RU - due to the fact attributable to it - during the execution of the contract does not use, in whole or in part, the contracted tracks:

A) the formalisation of cancellation by the RU - due to the fact attributable to it - of one or more tracks that affect even only partially sections of infrastructure or time slots declared to be of limited capacity or saturated pursuant to par. 3.7, will entail the payment of a penalty by the RU, calculated exclusively on these sections, equal to:

- 50% of the fee for the unused track (net of any traction current cost) if the cancellation is communicated up to 5 calendar days before the scheduled use date; in the event that the cancellation concerns the programming relating to the entire service timetable, the RU is required to pay the aforementioned penalty to the IM in the amount of the scheduled journeys in the 60 days following the cancellation.

The penalty referred to in the previous paragraph is determined taking into consideration the scheduled journeys in the 30 days following the cancellation, if the unused tracks are subsequently allocated, with the same characteristics, to another RU;

- 60% of the fee for the unused track (net of any traction current cost) if the cancellation is communicated from 4 calendar days until the train departure time from the station of origin;

B) The formalisation of the cancellation (total or partial) by the RU - for the fact attributable to it - of one or more tracks that concern lines/facilities not included amongst those declared to be of limited capacity:

- it will not entail economic consequences for the RU if the formalisation of the cancellation is communicated up to 5 calendar days before the scheduled date of use;
- the payment by RU to IM of a sum equal to 30% of the fee of the unused track (net of any traction current cost), or part of it (depending on whether the cancellation is total or partial), in the event the formalisation of the cancellation is communicated between 4 calendar days prior up to the train departure time from the station of origin.

C) If RU does not use the track (totally or partially) in compliance with the operating schedule, without formalising the cancellation, the same is considered cancelled for reasons attributable to RU. In this case, the RU will have the obligation to pay to IM the fee relating to the entire track or to the part cancelled, net of any traction current cost.
D) In the event that the RU communicates the non-use of a track and at the same time requests a new track that has the same characteristics as the cancelled one, in terms of lines travelled and commercial timetables but with variation of circulation days and/or change in length of the route, the IM applies a bonus on the penalty for non-use by calculating the difference between the toll for the unused tracks and the toll set for the newly requested tracks, both calculated on the basis of the traffic of the first 60 days (or 30 days for the cases mentioned above), to which the percentage corresponding to the type of penalty is applied.
If this difference is positive, the RU will have to pay this sum to the IM as a penalty for non-use, if on the contrary this difference was negative or null, the RU will not have to pay any penalty.
If, for reasons attributable to the assigned RU, a track is used by the same RU for a period of at least three months below 30% of the operating schedule and if the same conflicts with one or more tracks subject to a new request by other RUs, the underutilised track must be considered within the availability of the Manager.

<table>
<tr><th colspan="4">Percentages of the rent to be paid to IM</th></tr>
<tr><th></th><th>Tracks</th><th>Tracks or time slots on simple track lines limited or saturated</th><th>In accordance with framework agreement</th></tr>
<tr><td rowspan="2">In case of non-designation or failure to contract of the RU</td><td>50% of the fee for the first 60 days</td><td>75% of the fee for the first 60 days</td><td>N/D</td></tr>
<tr><td colspan="2">If the tracks are later reallocated: penalty calculated on 30 days.</td><td>N/D</td></tr>
<tr><td rowspan="2">In case of failure to contract the tracks</td><td>50% of the fee for the first 60 days</td><td>75% of the fee for the first 60 days</td><td>N/D</td></tr>
<tr><td colspan="2">If the tracks are later reallocated: penalty calculated on 30 days.</td><td>N/D</td></tr>
<tr><td rowspan="6">In case of failure to use the tracks</td><td colspan="2">For cancellations within 5 days</td><td>N/D</td></tr>
<tr><td rowspan="2">0%</td><td>50% of the fee for the first 60 days</td><td>N/D</td></tr>
<tr><td>If reallocated, on 30 days</td><td>N/D</td></tr>
<tr><td colspan="2">For cancellations from 4 days up to departure time</td><td>N/D</td></tr>
<tr><td>30% of the fee for the first 60 days</td><td>60% of the fee for the first 60 days</td><td>N/D</td></tr>
<tr><td colspan="2">100% of the fee in the event of failure to formalise the cancellation</td><td>N/D</td></tr>
</table>

4.6.4 Deductible on penalties under par. 4.6.3

At the time of the stipulation of the contract for the use of the infrastructure, a deductible will be calculated in favour of RU, compared to the value of the estimated gross toll amount for the single contract, excluding the possible supply of traction current. If an RU signs more than one contract, given the impossibility for an RU to sign a contract for passenger and freight services, the deductible cannot be combined. This deductible is not subject to adjustments for any changes to the contract

For passenger transport services, the deductible is determined gradually according to the following brackets:

- 3% for use contracts with an amount lower than € 2 million;
- 2% for use contracts with an amount between € 2 million and € 4 million;
- 1% for use contracts with an amount over € 4 million.

For freight services, the deductible is determined gradually according to the following brackets:

- 6% for use contracts with an amount lower than € 1 million;
- 5% for use contracts with an amount between € 1 million and € 2 million;
- 4% for use contracts with an amount over € 2 million.

The sums eventually charged by IM to the RU pursuant to paragraph 4.6.3, calculated by IM on a monthly basis and communicated to RU, will be progressively subtracted from the deduction, for the part that exceeds the sums due by IM to the same RU for track cancellation and/or deviation measures, and will not give rise to monetary disbursements until the same is fully used.

The deductible expires upon expiry of the Contract and cannot in any case be used to compensate sums for any other reason due.

Any amounts relating to cancellations that exceed the deductible will be paid with the payment of the invoice.

CHAPTER 5 - SERVICES

5.1 INTRODUCTION

The Transportation Regulatory Authority, pursuant to art. 37 Legal Decree 201/2011 (converted into law, with amendments, by law 22 December 2011, no. 214) and art. 13 paragraph 13 of Legislative Decree No. 112/15, defines the general regulation guidelines relating to the production of the services described in this chapter.
Below is a summary list of the different types of services offered by the Manager:

a) Minimum access package

The infrastructure manager, against payment of the access fee and use of the infrastructure, guarantees the supply of the following services to all railway companies to which train timetable tracks have been assigned, on fair and non-discriminatory terms, constituting the minimum access package:

- processing of applications for railway infrastructure capacity for the purpose of concluding infrastructure use contracts;
- right to use the assigned capacity;
- use of railway infrastructure, including interchanges and connections;
- control and regulation of the train traffic, signalling and routing, as well as communication of any information relating to traffic;
- use of electrical supply system for traction current, where available;
- all other information required to implement or operate the service for which capacity has been granted.
- infrastructure for connection to service facilities

as well as the services available and regulated by FSE not directly managed by the IM.

b) Facilities with guaranteed access rights and services provided in this area

FSE, as a service operator, provides access on fair, non-discriminatory and transparent conditions, to all railway companies, including that to the railway lines, to the following service facilities, where existing, and to the services provided in this context:

- Passenger stations, relating to the functional structures of the travel information systems and the appropriate spaces for ticketing services, and to the other functional and necessary structures for railway operation;
- Train composition/breakdown areas, including shunting areas;
- Areas, facilities and buildings intended for parking, shelter and storage of rolling stock and freight;
- Maintenance centres, with the exception of heavy maintenance centres reserved for rolling stock which require specialised centres;
- Fuelling areas.
- Freight service areas.

c) Complementary services

If the FSE as a service operator provides the following complementary services, the latter are provided at the request of the railway companies, under fair, non-discriminatory and transparent conditions:

- Traction current supply;
- Preheating, air conditioning and use of REC power supply for maintenance and cleaning of passenger trains and water supply of trains;
- Assistance to people with disabilities and reduced mobility (PMR);
- Parking

5.2 MINIMUM ACCESS PACKAGE

Processing of applications for railway infrastructure capacity for the purpose of concluding infrastructure use contracts

It includes all the preliminary and necessary activities for the formalisation of the Contract:

- verification of RU's possession of the prescribed requirements, license, authorisation title and safety certificate, with reference to the period of validity of the contract;
- receipt of requests and verification of compatibility with the characteristics of the railway infrastructure;
- verification of the availability of the requested capacity and relative confirmation;
- drafting of the detailed timetable and related communication;
- economic value calculation of the timetable tracks;
- drafting of the Contract and formal assignment of the timetable track

Each Contract will indicate the total amount of the usage fee, as well as any amount for the supply of traction current and for the services.

Right to use the assigned capacity

It includes all the activities necessary to ensure:

- with reference to the lines:
  - availability for circulation;
  - the quality, understood as the performance characteristics of the infrastructure necessary to be able to use the assigned timetable track.
- with reference to passenger stations:
  - the availability of a departure/reception track for carrying out technical/commercial operations within the time limits:
    - in the origin/destination stations;
    - for the timetable track assigned for all the other transit stations.

Any exceptions involving the exceeding of the limits, relative to the origin/destination stations, determined by IM requirements in the overall timetable planning, or by technical/organisational and commercial needs of the RU strictly connected to the timing of the services, must not in any case affect the capacity of the facility and the availability of the arrival and departure tracks for the time resulting from the station program will be formalized with the communication of the timetable project or in the station program, with reference to freight services.

Use of railway infrastructure, including interchanges and connections

It includes the use of the interchanges and connecting rails necessary for the use of the timetable track.

Control and regulation of the train traffic, signalling and routing, as well as communication of any information relating to traffic

It includes, within the time limits of the opening hours of the lines and facilities as shown in chapter 3:

- the orderly forwarding of trains in compliance with the itineraries provided for them and the communication of particular traffic situations (slowdowns, interruptions/deviations, speed limitations, etc.);
- the measures adopted, regarding the information obligations towards passengers, comply with the provisions of Regulation (EC) 1371/2007 of the European Parliament and of the Council and with those of the Authority's resolution no. 106/2018; It is also specified that the IM makes available to RUs, in a non-discriminatory way, real-time data also relating to the trains of other RUs, in order to allow all RUs to provide their passengers with information on train traffic in relation to the scheduled time and any delay during travel.
  The communication tools available in stations and stops are:
  - Information monitors on the timetables of dynamically powered trains currently installed on stations: Casamassima, Castellana Grotte. Conversano, Gagliano, Manduria, Martina Franca, Nardò C.le, Noci, Noicattaro, Putignano and Adelfia. Stations pending completion: Campi, Bagnolo, Tricase, Poggiardo, Seclì, Casarano, Presicce, Taviano, Zollino, Nardò Città, Bari Sud Est, Locorotondo, Sammichele, Turi, Valenzano, Alberobello, Crispiano, Maglie, Otranto and Gallipoli.
  - Notice boards with timetable boards in all stations;

- signalling or indications on the conditions of freedom or occupation of the infrastructure to be committed and on the train spacing, as well as on the speed limits of the lines provided.

Use of electrical supply system for traction current, where available

It includes the use of:

- overhead contact line for electric traction;
- substations and equipment for transforming electricity;
- systems for the distribution of electricity for the time necessary to use the timetable track, including the technical times for passenger boarding and deboarding and for shelter and garaging operations to/from rolling stock parking/depot tracks.

All other information required to implement or operate the service for which capacity has been granted

They include the following information that IM is required to provide to RU, based on the tools currently available at the individual facilities:

- in relation to the schedule, the detailed timetable track and the information connected to it (train number, train classification, origin/destination, itinerary, stops, timetables, facility arrival and departure tracks, circulation days);
- in relation to the actual traffic trend, all significant changes to the above information with the related causes.

As regards the information necessary for the construction or management of the service for which the capacity was granted, access to the IT information systems of the IM is made available to the RU holders of the usage contract, with a number of users/network connections included in the PMdA.

5.3. FACILITIES WITH GUARANTEED ACCESS RIGHTS AND SERVICES PROVIDED IN THIS AREA

5.3.1 Station service use

Service description

The service consists in the use of adequate spaces for ticketing services, and of the other functional and necessary structures for railway operation.

Where is the service rendered

In the stations listed in Annex 1 and specifically in the main stations listed in Annexes 8, 9, 10 and 11.

The service is managed through the pertinent FSE department (Assets and Stations).

Formalisation

The provision of the service will be formalised with the signing of the infrastructure use contract.

5.3.2 Train composition/breakdown areas, including shunting areas

Service description

The service consists in the use of spaces for train composition and breakdown, including shunting areas.

Where is the service rendered

In stations with suitable areas.

The service is managed by the IM in the station areas.

Formalisation

The provision of the service will be formalised with the signing of the infrastructure use contract.

5.3.3 Areas, facilities and buildings intended for parking, shelter and storage of rolling stock and freight

Service description

The service consists in the use of areas, facilities and buildings intended for parking, shelter and storage of rolling stock and freight.

Where is the service rendered
In stations with suitable areas.
The service is managed by the IM in the station areas.
Formalisation
The provision of the service will be formalised with the signing of the infrastructure use contract.

5.3.4 Maintenance centres, with the exception of heavy maintenance centres reserved for rolling stock which require specialised centres

Service description
The service consists in the use of maintenance centres, with the exception of heavy maintenance centres reserved for rolling stock which require specialised centres.
Where is the service rendered
In the Bari and Lecce workshops as explained in annex 7.
The model can be found on the company website fseonline.it at the following location: the Company -> Facility operator -> Service facilities;
The service is managed by FSE in the Workshop facilities.
Formalisation
The provision of the service will be formalised with the signing of the infrastructure use contract.

5.3.5 Washing bays

The service is provided in the depot areas.
The service is managed by FSE;

5.3.6 Fuelling areas

Service description
The service consists in making areas available, for non-exclusive use, identified among those intended for parking, shelter and storage of rolling stock, functional for self-supply of fuel by the RUs through the use of the own tankers or their suppliers
Where is the service rendered
In stations with suitable areas and in spaces belonging to the depots.
The service is managed by FSE.
Formalisation
The provision of the service will be formalised with the signing of the infrastructure use contract.

5.3.7 Freight service areas

Service description
The service consists in the availability, for non-exclusive use, of areas, identified among those intended for parking, shelter and storage of rolling stock and freight, functional for freight loading and unloading.
Where is the service rendered
In stations with suitable areas where there is at least one track, space dedicated to freight loading/unloading, lighting system, possibility of access to workers and vehicles.
The service is managed by the IM.
Formalisation
The provision of the service will be formalised with the signing of the infrastructure use contract.

5.4 COMPLEMENTARY SERVICES

With reference to the services referred to in lett. c) of the previous paragraph 5.1, where available, the FSE provides these services according to the rules and methods indicated below.
Unless specifically indicated, the perimeter and characteristics of the facilities in which FSE provides the services are shown in par. 3.6, the methods and deadlines for requests are shown in par. 4.3.2, 4.3.3 and 4.3.4.

5.4.1 Traction current supply

Service description
The service consists in the supply of electricity for the traction of the rolling stock on a 3Kv powered network.

Where is the service rendered
The electrified lines are indicated in Annex 1.
FSE will associate the use of traction current with the tracks required by the RU on the electrified railway infrastructure.
Formalisation
The provision of the service will be formalised with the signing of the infrastructure use contract.

5.4.2 Preheating, air conditioning and use of REC power supply for maintenance and cleaning of passenger trains and water supply of trains
P.M.

5.4.3 Traffic control of hazardous freight trains
P.M.

5.4.4 Special train traffic assistance
P.M.

5.4.5 Shunting services
P.M.

5.4.6 Assistance to Persons with Reduced Mobility (PRM) pursuant to Regulation (EC) No. 1371/2007
Service description
"Persons with reduced mobility" are received on the 1st station platform, avoiding crossing the tracks, and welcomed by the conductor who follows the boarding operations on board, with the help of the mobile platform available on trains guaranteed with suitable rolling stock (ETR and ATR). The assistance service is provided in all FSE stations reached by trains guaranteed with suitable rolling stock (ETR and ATR). The service takes the form of welcoming, accompanying and embarking on the train in the departure station, in the operations of getting off the train, accompaniment to the exit or to another train in the arrival station, also through the availability of wheelchairs for transfers";

The assistance service is provided in all FSE stations reached by trains guaranteed with suitable rolling stock (ETR and ATR). To take advantage of the assistance it is necessary to book 48 hours before the desired service, by calling the toll-free number 800 07 9090 (from Monday to Friday, from 6.30 am to 7.30 pm; on Saturdays, Sundays and holidays, from 6.30 am to 1.30 pm). All requests received at the toll-free number under 48 hours in advance are always and in any case treated within the limits of the company's management possibilities. The train timetables, displayed to the public in all stations and available on the website www.fseonline.it, indicate the trains guaranteed with rolling stock suitable for the transport of "persons with reduced mobility". Starting from 7 June 2023 - in compliance with the provisions of Regulation (EU) 782/2021, with specific reference to the provisions of art. 24, "Conditions under which assistance is provided", and without prejudice to any applicable national provisions - the applicable deadline for requesting PRM assistance will be 24h before the trip, instead of the current 48h deadline indicated above;

In compliance with the provisions of Resolution no. 106 of 25 October 2018 of the Transport Regulation Authority, FSE undertakes to pay compensation to passengers with disabilities and reduced mobility who use transport services subject to public service obligation (PSO), in the event that:

- the recovery times communicated or corrected by the station manager are not met in the presence of crossings temporarily unsuitable for wheelchairs in the stations managed by FSE, when the train cannot be received on the 1st platform;

- a route indicated on the timetable published as usable by users with disabilities or reduced mobility, is provided with unsuitable material or replaced with a replacement or supplementary self-service which is not accessible or unsuitable.

In the event that a route indicated on the timetable published as usable by users with disabilities or reduced mobility, is provided with unsuitable material or replaced with a replacement or supplementary self-service that is not accessible or unsuitable, the user with disabilities or reduced mobility, who has already purchased a travel ticket that can be used for the journey concerned, in addition to a ticket refund, is entitled to compensation of €15. Compensation can be requested through the company website, at all Ferrovie del Sud Est ticket offices and by post, from the Company Management, Sales and Customer Care office.

5.4.7 Parking

Service description

The service consists of powering the on-board systems, via socket pantographs, for a period of time equal to or greater than 1 hour and a half (1h and 30min), with the activation of the "parking" mode on the network powered by 3Kv.

Where is the service rendered

In facilities where parking equipped with a contact line is authorised with the exception of facilities affected by scheduled maintenance activities or subject to environmental and/or technological constraints.

Formalisation

The provision of the service will be formalised with the signing of the infrastructure use contract.

5.5 AUXILIARY SERVICES

P.M.

CHAPTER 6 – RATES AND PERFORMANCE REGIME:

6.1 INTRODUCTION

The fees for the minimum access package (PMdA) and for the services not included in it, assessed in this document, are defined in accordance with the provisions of art. 13 of Legislative Decree no. 112/15 and, precisely, in par. 5.1. The access fees to the PMdA infrastructure and the rates for all the extra PMdA services, provided in the context of facilities managed directly by the IM, as well as those relating to the services offered by the IM, will be defined, in the course of 2022, following the formulation of a new rate proposal prepared in accordance with the current regulatory framework;

6.2 RATES

The access fees to the PMdA infrastructure and the rates for all the extra PMdA services, provided in the context of facilities managed directly by the IM, as well as those relating to the services offered by the IM, will be defined, in the course of 2022, following the formulation of a new rate proposal prepared in accordance with the current regulatory framework;

6.2.1 Minimum access package

The toll is the sum of two components A and B:

TOLL = A+B = ~~1.20 €/km + 0.4232545 €/km~~

- component A (base rate) = ~~1.20 €/km~~;
- component B linked to the average cost of electricity for traction = ~~0.4232545 €/km.~~

6.2.2 Facilities with guaranteed access rights and services provided in this area

6.2.2.1 Passenger stations, relating to the functional structures of the travel information systems and the appropriate spaces for ticketing services, and to the other functional and necessary structures for railway operation

The rates are provided in the following table:

Service	Unit fee
Ticketing area (€/m2 year)	~~**100.00**~~
Self service ticketing (BSS) and Desk (€/desk year)	~~**300.00**~~
Ticket-validation machines (€/desk year)	~~**30.00**~~

6.2.2.2 Train composition/breakdown areas, including shunting areas

The rate is ~~55,681 €/access.~~

6.2.2.3 Areas, facilities and buildings intended for parking, shelter and storage of rolling stock and freight

The fee for the service is based on a fee €/minute, modulated by time slot for the passenger and freight segment. The fees for the service are applied to the stopping time of the individual train in the track's origin and destination facilities and in any intermediate facilities where services are performed that require stops in excess of the deductible.
Reconciled stop times are reduced by:

- Times of carrying out any shunting to move the train from/to secondary branches for rolling stock parking;
- Times relating to the deductible of the reference transport segment (passengers 60 minutes, freight 120 minutes)

Service type	Unit fee (€/minute)
Day passengers	~~0.071~~
Night passengers	~~0.069~~
Freight unit	~~0.070~~

The day rate will apply for stops between 6am and 10pm. The night rate for stops from 10am to 6pm. In the event stops for two time slots, the rate will be applied differently for the stop fee for each time slot.
If two materials of the same RU are stopped simultaneously on the same track, the stop fee is calculated only once.
Where the RUs also request additional services such as Parking, Preheating and Water Supply, the rates for the parking service (excluding the deductible) will be added to the rates for the additional services requested.
The parking fee also includes the availability of functional areas for fuel supply.

6.2.2.4 Maintenance Centres
The rate for the service is ~~€ 147.80/track day.~~

6.2.2.5 Washing bays
P.M.

6.2.2.6 Fuelling areas
The service is included in the parking fee. If the service is performed during stops of less than 1 hour, the RU is not required to pay any fees to the IM.

6.2.2.7 Rate for the clearing of the infrastructure in the event of the use of means of a person unrelated to the cause of disturbance
Refer to that indicated in par. 2.4.4.2.

6.2.3 Complementary services

6.2.3.1 Water Supply
The rate for the service is € ~~3.427/~~supply.
The service does not include an access to the parking service.

6.2.3.2 Shunting services
P.M.

6.2.3.3 Assistance to people with disabilities and reduced mobility (PMR)
The rate for the service is ~~€ 7.00/~~intervention.
The service is of an occasional and exceptional nature carried out upon request as provided in point 5.4.6.

6.2.3.4 Parking
The fee due for the parking service corresponds to the cost related to the energy consumption of the vehicle.

The consumption related to the single parking service (in KWh) can be obtained from the product of the absorbed power (in KW) for the number of parking hours in the parking lot, rounded to the unit.
$CONS_{parking}$ = POWER * N hours
The fee for the individual parking service is therefore given by the following formula:
$C_{parking}$ = POWER * N hours * $COST_{unit\ energy}$
[€/parking] = [KW] * [h/parking] * [€/KWh]
The service does not include the parking service provided in point 6.2.2.3.

6.3 ECONOMIC FEES FOR FAILURE TO DESIGNATE/CONTRACT/USE CAPACITY

6.3.1 Consequences in case of failure to use the contracted tracks

Refer to that indicated in par. 4.6.3 and 4.6.4.

6.3.2 Fees for non-designation of the RU by the non-RU Applicant and/or failure to contract the designated RU

Refer to that indicated in par. 4.6.1 and 4.6.2.

6.4 PERFORMANCE REGIME

The performance quality incentive mechanism, called the Performance Regime, is activated, based on the variances accrued by all the trains that circulate on the infrastructure during their journey.
IM or RU are liable for the delay caused to any train for reasons attributable to their responsibility.
IM or RU are also liable for all operations management cancellations, even partial, for reasons attributable to their own responsibility. For each cancelled passenger train, a conventional delay of 120 minutes is attributed.
The delay recorded in departure from the train place of origin of the will be measured in the same way as the deviations accrued along the entire route of the train with the rules determined in the procedure for the attribution of the delay reasons published on the company website.
The IM makes known to the RU:

- PENALTY STATEMENT all the data necessary to inform them of their progress within the Performance Regime system.

At the close of the annual accounts, the IM accounts for:

- the amount of the penalties due to/from the IM related to the delays caused by the IM or the RU on their trains.

The description of the procedure for attributing delay causes, determination of punctuality and performance of the "FSE BUEI CIR P 001 1" regime can be found on the company website and, in particular:

- Part I - General Section
- Part II - Process Description
- Part III - Responsibility matrix
- Part IV - Annexes

6.4.1 Process description

Traffic data monitoring

Traffic data (arrival, departure or transit times of trains, scheduled and real) are recorded in the traffic support information system (PIC).
The system automatically receives the programmed data from the schedule planning support applications and the real data from the technological field systems on the lines and in the facilities. In particular, they are monitored in the following ways:

- the arrival time as the time of occupation of the parking cdb where the train is received;
- the departure time as the time of occupation of the departure signal;
- the transit time (generally with the difference between arrival and departure time of less than 30") as the time of occupation of the departure signal.

In the event that the data cannot be recorded with these methods through the technological field systems, the methods with which they are obtained are identified and traced on the PIC (interpolation from adjacent readings) and any corrective measures used.
Any variation of the monitoring points and methods of each facility must be communicated to the managers of the IT systems, well in advance, before entry into operation in order to align and test systems.
In the event of a malfunction or in the absence of the traffic management information systems, data is recorded manually by the Traffic Regulators (TM or OUM) on the M206 form and communicated in the BUEI Operating Room where the data are entered in real time directly on the PIC or within the next day (off-line) by an appointed operator.
The deviations and the related delay causes entered by the Traffic Regulators are visible in real time on the PIC and from the following day in complete form in the PIC system. The RU has access to the data relating to all trains with its customer code.

6.4. 2 Allocating and validating delay causes

Allocating delay causes

Each deviation is generated by an event that changes the train schedule. The cause of the deviation must be attributed by the Traffic Regulators (TM, OUM), if necessary in agreement with the CTCM, by assigning a delay code corresponding to different categories of events.
The allocation of the delay cause is mandatory for any deviation greater than 2 minutes and must be performed in real time by the DRV and in any case by the end of one's shift.
Within 1 business day from the arrival of the train at its destination, IM-OS can modify the data entered, correcting incorrect registrations of the field systems and any missing or inconsistent data.
Furthermore, within 3 business days of arrival at the train's destination, also following analysis of the traffic graphs and any technical checks, IM-OS will be able to enter or modify the cause of a deviation, formally communicating it to the RU concerned (also through IT systems).
The RU concerned may only contest delay codes attributable to its responsibility within 3 days.

6.4.3 Punctuality

Train punctuality represents the quality of the railway service. Different indicators, connected to the industrial or commercial aspects of the service and to the different stakeholders (IM and RU), are used for its measurement.

Destination punctuality

With reference to the production process (track), a train arriving at its destination is defined as punctual within a variable punctuality threshold based on 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 considered arriving at their destination within the punctuality threshold (according to some default parameters) and the total number of trains running in the related market segment.
Empty material consignments, isolated locomotives and all traffic not included in the passenger or freight trains are not considered in the punctuality calculation.
The main KPIs monitored are:

- **real punctuality** (or without exclusions) which is the ratio between the number of trains arriving at destination within the threshold and the total number of trains running (indicating with Np the number of trains arriving at destination within the threshold and with Nc the number of trains running, the real punctuality is equal to Np/Nc*100);

- **IM punctuality** which is the ratio between the number of trains arriving at their destination (at the threshold or outside the threshold) with the exception of those arriving at their destination beyond the threshold due to causes attributable to the Infrastructure Manager and the total number of trains running (indicating with Ngi the number of trains arriving at destination beyond the threshold due to IM and with Nc the number of trains running, the IM punctuality is equal to (Nc-Ngi)/Nc*100);

- **RU punctuality** which is the ratio between the number of trains of the RU that arrived at their destination (at their threshold or outside the threshold), excluding those that arrived at their destination beyond the threshold due to causes attributable to the Railway Company and the total number of RU

trains running with Nif the number of trains arriving at destination beyond the threshold due to RU and with Ncif it is the number of RU trains running , RU punctuality is equal to (Ncif-Nif)/Ncif*100.

A train is to be considered as arriving at its destination beyond the threshold for reasons attributable to the IM, if the deviations attributed by the last passage on time, with the code of responsibility attributed to the IM, are greater than the others. Similarly, a train is to be considered as arriving at its destination beyond the threshold for reasons attributable to the RU, if the deviations attributed by the last passage on time, with the code of responsibility attributed to the RU, are greater than the others.
With the same deviations attributed for reasons attributable to the IM and for reasons attributable to the RU, the train is to be considered as having reached its destination beyond the threshold exclusively for reasons attributable to the IM.
A train is considered to have reached its destination beyond the threshold due to external causes, if from the last passage on time the deviations attributed with a code of external causes are greater than the deviations relating to the other causes.
For the analysis of the quality of the service, IM offers the possibility of producing punctuality indicators from the PIC system based on parameters (punctuality bands, type of trains, etc.) and different criteria, in particular:

- **Standard A**: calculated considering the trains arrived on time that arrived beyond the threshold due to external causes and to causes related to maintenance and upgrading works (applicable to the trains of one or more RU).

% standard A = (N_f + N_e + N_l) / N_C
With:
N_f = number of trains arrived at destination within the threshold
N_e = number of trains arrived at destination beyond the threshold delayed due to external causes
N_C = number of trains running
N_l= number of trains arriving outside the range with delays due to works accrued downstream of the last deviation = 0‘

- **Standard B1**: calculated considering the trains arrived on time that arrived beyond the threshold due to external causes (applicable to the trains of one or more RU).

% standard B1= (Nf+Ne)/NC
With:
Nf = number of trains arrived at destination within the threshold
Ne = number of trains arrived at destination beyond the threshold delayed due to external causes
N_C = number of trains running

- **Standard B**: calculated considering the trains arrived on time that arrived beyond the threshold due to external causes and to causes of other RUs (applicable to the trains of a single RU).

% standard B = (NfIF + NeIF + NaIF) / NcIF
With:
Nc_{IF} = number of RU trains running
Nf_{IF} = number of RU trains arrived within the range
Ne_{IF} = number of trains arriving outside the range with delays due to causes extraneous to railway operations accrued downstream of the last deviation = 0‘
Na_{IF} = number of RU trains that arrived outside the range due to prevailing reasons (defined in relation to the amount of delays caused downstream of the last deviation = 0') of RUs other than that of the train owner
Standard B is used for the official measurement of RU train performance.

- **$\%OS_{(0\text{-}5),L,i}$:** 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.

$\%OS_{(0\text{-}5),L,i}=(T_{eff,L,i} + T_{rit,L,i}/T_{eff,L,i})*100$

With:

$T_{rit,L,i}$ = number of trains with the sum of the delay components relating to IM, RU or other RU causes, exceeding 5 minutes at the destination station or at one of the relevant intermediate stations.

$T_{eff,L,i}$ = number of scheduled trains - number of trains fully or partially cancelled.;

Punctuality in significant stations

The lines and stations of the FSE network cannot be defined pursuant to measure 7 of annex A of resolution no. 16/2018 of the Transport Regulatory Authority since the threshold values are not specified in the service contract in place with the EA according to the reference pools for the determination of the types of line and station, as specified in the aforementioned resolution.
Annex 3 to the Allocation of causes of delay procedure lists the significant stations, identified on the basis of the applicable criteria (stations in provincial capitals, nodes and/or interchanges) of Resolution no. 16/2018 and other stations rated as important in terms of historical passenger traffic data.
Punctuality will be monitored in the stations defined as significant as per annex 3 following the activation of the technological systems that monitor and attribute delay causes.

Cancellations

In cases where the train is cancelled in whole or in part for one or more lines, the CTCM enters the cancellation in the PIC using the cancellation codes indicated in the enclosed coding, associating, if necessary, the provision to the abnormality that has occurred.
With reference to the aspects of regularity with respect to the service schedule, the suppression indicators are defined.
Scheduled trains are those resulting from the annual timetable and timetable changes (VCO) found in the information systems for each day.

6.4.4 Performance Regime

The Performance Regime consists of an incentive mechanism for performance quality, based on the deviations recorded by all trains running on the FSE infrastructure. The IM or RU are liable for the deviation caused to any train, even belonging to another RU, for reasons attributable to their own responsibility, with the application of penalties and the distribution of rewards through an incentive system.
The Performance Regime service system starts the pre-operating phase from the next activation date of the technological services (PIC) and until 11/12/2021, period during which the economic flows will be reported according to the methods described in the ESF BUEI CIR procedure P-001-1 "Allocation of delay causes, determination of punctuality and regime performance.
It enters into force definitively starting from GSS 2021/22 except for functional extensions to the implementation of any changes resulting from the assessments of the pre-operating phase.
The Performance Regime system takes into account the deviations recorded and attributed to the concerned parties (IM and RU) registered in the PIC, the sole system database.
For the purposes of the Performance Regime, the residual amount of the unassigned deviations equal to or less than 2 minutes, therefore not associated with any abnormality, will be distributed in proportion to the deviations already attributed.
The induced causes will not be considered for the purpose of evaluating the differences for the Performance Regime.
Temporarily, pending the activation of information flows with the PIC national technological systems, KPIs and reports are currently produced within FSE using manual and technological systems to monitor and attribute delay causes that do not allow all the information necessary for the complete application of the Performance Regime to be processed.

Delay measurement

All the justified deviations linked to an anomalous event and all the other deviations greater than 2 accrued by the trains are measured on the basis of the assigned delay code. If the difference between the maximum arrival delay at a station where a commercial service is performed (destination for freight trains) and the total of the deviations attributed considered is greater than 0, the difference is measured as IM delay minutes with respect to the RU train owner.
Each deviation considered is then multiplied by the base value (Pu) and modified according to the type of service, the characteristics of the line where it was accrued, the deviation of the real track from the programmed track (in particular in the stations where passenger service is performed) and specific coefficients relating to the relationships between individual RUs.
The basic value of 1 minute delay (Pu) is 1 Euro
The deviations attributed to external causes and operating problems do not generate a measurement of the delay minutes.
The system provides for two types of separate reports:

- Relations between the Infrastructure Manager and Railway Companies
- Relations with Railway Companies

IM – RU Performance Regime

The deviations that the train will undergo due to the IM (therefore attributed with the IM code) will be measured and added together, generating an economic flow from the IM to the RU.
The deviations that the train will undergo due to the IM train owner (therefore attributed with the IM train owner code) will be measured and added together, generating an economic flow from the IM to the RU.

$$PF1 = P_u * [\sum (M_{GI} * C_t * C_{cat} * C_{rit}) + \sum (M_{NG} * C_{cat} * C_{rit})]$$

RU flow to IM

$$PF2 = P_u * \sum (M_{IF} * C_t * C_s * C_{cat} * C_{rit})$$

Each minute of delay will then be multiplied by the coefficients relating to the line, the type of code and the type of service performed.
where:

- PF1 is the flow that IM must correspond to RU and will be calculated for each RU.
- PF2 is the flow that RU must correspond to IM and will be calculated for each RU.
- P_u is the unitary penalty of the Performance Regime equal to 1.00 (one) Euro/minute.
- M_{GI} are the minutes attributed to the Infrastructure Manager for the deviations attributed valid for the purposes of the Performance Regime.
- C_t = Line coefficient
- C_{cat} = Service category coefficient
- C_s = Type of service coefficient (defined on the basis of the type of service performed by the RU train owner)
- M_{NG} = Unjustified minutes. Maximum delay in a commercial location (with passenger service) - total deviations attributed considered (deviations linked to abnormalities and deviations > 2')
- M_{IF} = Deviations attributed to the Railway Company train owner

The values of the coefficients are shown below:
Line coefficient

Correspondence by line		**C_t**
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

Category coefficient
Scheduled trains = 1
Trains operated under operational management = 0.5
Other traffic (consignments, empty materials, isolated locomotives, moved, etc.) both scheduled and carried out in operational management = 0.25
Service coefficient
RUs carrying out Regional and Special Transport Services = 1
RUs performing Market Service = 1
RUs performing Freight Service = 0.5

IM - RU economic flows

The annual economic flow between IM and each individual RU cannot exceed the value of 2% of the total toll balance during the year.
Any balance in favour of the IM will be divided as follows:

- 50% added to a reward system for companies that improve their performance
- 50% will be used for infrastructure investments, aimed at improving punctuality performance.

Performance Regime between RUs

Each RU shall pay the penalties corresponding to the sum of the value of the Unit Performance Regime penalty multiplied by the deviations attributed - valid for the purposes of the Performance Regime - accrued, and ascribed to the RU's responsibility, suffered by trains of the other RU, to any other RU through the IM, as well as the number of trains cancelled due to the responsibility of other RUs, for the values of the coefficients obtained 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 RU must correspond to the other RU and will be calculated for each RU with respect to any other RU.
- P_u is the unitary penalty of the Performance Regime equal to 1.00 (one) Euro/minute.
- M_{AB} are the minutes attributed to the Company A caused by Company B trains valid for the purposes of the Performance Regime.
- C_t = Line coefficient
- C_{cat} = 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 will communicate the balance for each RU, receiving payments from the RUs with a negative balance and then settling the balance of the RUs with a positive balance.

Reward system

50% of the balance in favour of the IM will be redistributed to the RUs on the basis of the % of trains*km completed on time.
For each RU, the commercial trains*km on time (standard RU) of year X will be considered, increased by a variable rewards based on any increase in performance (percentage increase in trains*km on time in year X compared to trains*km on time in year X-1) and the RU punctuality standard in year X.

Each RU will receive a part of the 50 % balance in favour of the IM based on its percentage of commercial trains*km completed on time, compared to the total number of trains*km completed on time by all railway companies re-measured with the criteria of the reward system.
The reward system is provided below:
For each RU, the trains*km on time in year X are considered, multiplied by a reward coefficient.
Trains*km actually on time (RU A - year X) = trains*km really on time (RU A - year X) *C_{premio}

C_{premio} is calculated as follows:
$C_{premio} = C_{base} + C_{correttivo}$

Base coefficient:
C_{base}= 0.005 * Var + 1
Each percentage variation Var will be multiplied linearly by the constant 0.005 which represents the additional reward to the minimum value of the C_{base} which corresponds to the unit.
where:

- Var = is the percentage variation of trains*km on time of year X compared to year X-1, calculated according to the formula:

% Train variation*km = [trains*km really on time (RU A - year X) - trains*km really on time (RU A - year X-1)] / trains*km really on time (RU A - year X -1)] * 100
If:

- Var ≤ 0%, C_{base} will be equal to 1;
- Var ≥ 100%, C_{base} will be equal to 1.50.

Corrective Coefficient:
$C_{correttivo}$= 0,05 * (Punt RU A– 90)
To benefit from the corrective coefficient, each percentage change in RU A punctuality obtained in the reference year with respect to the minimum RU punctuality (90%) will be multiplied linearly by the constant 0.05 which represents the reward referred to the level of punctuality obtained in the year.
where:

- Punt RU A = RU A punctuality in year X.

If:

- Punt EU A ≤ 90%, $C_{correttivo}$ will be equal to 0;

For each RU, the percentage of the fund to be redistributed will be:
Trains*km actually on time (RU A - year X)/(trains*km actually on time (RU all - year X)
The RU punctuality value will be used for punctuality.
In the event that the RU running on the FSE network is only one, the reward system is not applied and 50% of the balance in favour of the IM will be assigned to the same RU.