

Pursuant to Article 15(9) of the Railway Transport Act (ZZelP-UPB8 - Official Gazette of the Republic of Slovenia, No 99/15 – official consolidated version, 30/18 and 82/21) and to Article 37(1) of the Decree on train path allocation, infrastructure charges and the performance regime in the public railway infrastructure (Official Gazette of the Republic of Slovenia, No 8/23), the Parties:

SŽ - Infrastruktura, d.o.o.

Kolodvorska ul. 11, SI-1000 Ljubljana
Company registration number: 6017177000
Share capital: EUR 15,828,186.15
ID number for VAT: SI94995737
represented by **Matjaž Kranjc**, director

(hereinafter the Infrastructure Manager)

and

Trenitalia S.p.A

Address
Company registration number:
Share capital:
ID number for VAT:
represented by:
(hereinafter the RU)

hereby enter into a

CONTRACT

for access to public rail infrastructure on the cross-border line section and up to interchange station No

Article 1

Subject of the Contract

The Parties are entering into this Contract to define their relationships with respect to technical and other conditions required to maintain safety in rail transport on the Gorizia C.le – Nova Gorica cross-border line from the border point to Nova Gorica station and at Nova Gorica interchange station itself.

Article 2

License and safety certificate

The licence held by the RU serves as proof of the RU's capability to operate rail transport services.

The safety certificate held by the RU serves as proof that the RU has established its own safety management system and that it meets the technical specifications for interoperability and other legislative requirements of the European Union and national regulations concerning rail transport safety.

The RU is a holder of Safety Certificate, which was submitted to the manager before signing the contract in question.

The safety certificate includes access to Nova Gorica interchange station. A copy of the certificate is enclosed hereto.

Article 3

Network statement and general terms and conditions of business

The RU, by its signature below, is deemed to be familiar with the provisions of the Network Statement and the annexes thereto.

Furthermore, the RU, by its signature below, expressly confirms it is familiar with the General Business/Commercial Conditions (Annex 1A of the Network Statement - hereinafter GBCC), which form an integral form of this Contract.

The GBCC are available on the website of the Infrastructure Manager (hereinafter IM) in both Slovene and English.

Article 4

Exchange of information

The signatories of this Contract shall exchange information concerning any and all facts, events and circumstances which impact on or might impact on the performance of this Contract. The contact persons have the role of Contract Managers.

The Contract Manager for the IM: Sanja Nunič
tel. +386 (0)1 29 13 226,
e-mail: sanja.nunic@slo-zeleznice.si

The Contract Manager for the RU: [REDACTED] :
tel. [REDACTED]
e-mail: [REDACTED]

The procedures to be followed when exchanging information concerning train operation, during normal operation, in case of worsening and emergency conditions are set forth in Working manuals:

- Priloga 2 k Pogodbi med upravljavcema SŽ in RFI – Priložnik za delo izvršilnih delavcev železniških prevoznikov na postaji izmenjave prometa Nova Gorica
Allegato 2 al Contrato fra Gestori SŽ e RFI _ Manuale per i dipendenti delle imprese ferroviarie di trasporto nella stazione di scambio di Nova Gorica
- Priloga 4 k Pogodbi med upravljavcema SŽ in RFI na mejni progi Nova Gorica – Gorizia C.le (Gorica) – Predpisi RFI, ki jih uporablja osebje upravljavca infrastrukture SŽ na postaji Nova Gorica
Allegato 4 al Contrato fra Gestori SŽ e RFI sulla linea di confine Nova Gorica – Gorizia C.le - Norme di esercizio RFI ad uso del personale del Gestore Infrastruttura SŽ di Nova Gorica

RU by its signature below, expressly confirms that its' operational staff, accessing the station Nova Gorica is familiar with the provisions of this Manual.

Communication relating to traffic control shall be carried out using the equipment specified in the applicable transport regulations. This includes, amongst other, the communication systems as described in the Network Statement.

Article 5

Provision of data records

The IM may address, for the purposes of accident and emergency investigation, a written request to the RU to furnish the data records of the tractive vehicles concerned. The request shall contain the reason for the request, the number of the train concerned, and the time stamp and date of the data requested. The RU shall send in good time the data records of the tractive vehicles in a format breaking down the data together with annexes which clearly indicate the relevant train, tractive vehicle and time stamp.

For the purposes of accident and emergency investigation and with a view to improving safety in rail transport, the IM shall furnish, on written request by the RU, the data recorded in communication systems which relates to the train and / or RU's staff referred to in the request.

The data recorded on the communication systems shall be furnished in a committee-led reproduction, which shall be carried out in the presence of a representative appointed by the RU. The reproduction shall produce a word-for-word transcription of the recorded conversations, of which a copy shall be handed to the RU's representative.

The IM undertakes it shall not reproduce data records on communication systems which contains recordings of the RU's staff without notifying the RU thereof beforehand and giving its authorised persons the option to be present at the reproduction.

Article 6

Availability of the infrastructure

The IM undertakes to grant access to the RU which was allocated a train path. The IM undertakes that it shall comply with the provisions of Chapter III of GBCC as to the quality, maintenance and improvement of public rail infrastructure.

The RU undertakes that it shall operate transport services according to the relevant technical and other conditions relating to rail transport safety and that it shall satisfy the conditions of access to public rail infrastructure set out in Chapter II of GBCC.

The IM guarantees that the RU will be granted access to public rail infrastructure on the cross-border line section and at the interchange station in line with the provisions of the relevant Network Statement and GBCC and in the scope of internationally coordinated train paths allocated to the RU.

Should the use of infrastructure as set forth in paragraph 3 of this article become restricted due to a disruption or an emergency, the IM shall notify the RU thereof without delay and shall act following the procedures laid down in GBCC. Likewise, the RU shall notify the IM without delay of any disruption in the use of infrastructure when this is caused by the fault of the RU.

Article 7

Liability

The IM and the RU shall be liable to one another and to third parties for any damage caused. Damage and the associated compensation and liability shall be determined according to the provisions of Chapter VII of GBCC.

Article 8

Term and termination

The Contract shall remain in effect until the end of the validity period of the safety certificate under Article 2 of this Contract.

The IM may terminate this Contract without notice should the RU fail, despite a written notice thereof, to remedy a breach of Contract relating to the use of public rail infrastructure or otherwise fail to meet its obligations under the contract and under the applicable law.

The RU may terminate this Contract without notice should the IM fail, despite a written notice thereof, to meet its obligations under the Contract and under the applicable law.

In the event of changes to national legislation, the Network Statement, GBCC or to other annexes of the Network Statement which have an impact on this Contract, each Party shall have the right to request that the Contract be adjusted accordingly. Should a Party fail to agree to such adjustment of Contract within 30 days, and where this would lead to failure to fulfil the purpose of the Contract, the said Party shall be deemed to have terminated the Contract.



Article 9

Applicable law and dispute resolution

Any disputes, disagreements or claims arising out of, or in connection with, this Contract and in connection with the interpretation, breach, termination or nullity of the same shall be governed by the applicable law in the Republic of Slovenia.

The courts in Ljubljana shall have jurisdiction to settle any dispute in connection with this Contract.

Article 10

Confidentiality

All the data, facts and circumstances the Parties exchange so as to complete the Contract shall be treated as confidential with respect to third parties.

Article 11

Language of the Contract

This Contract is written in both Slovene and English. In the event of inconsistencies or interpretation difficulties between versions, the Slovenian version prevails.

Article 12

Final provisions

This Contract is made out in 5 counterparts, of which the IM, the Public Agency of the Republic of Slovenia for Railway Transport, the Infrastructure Inspectorate of the Republic of Slovenia and the Agency for Communication Networks and Services of the Republic of Slovenia receive one counterpart each. Any amendments to this Contract shall be made out in an annex hereto.

The Contract enters into force on the day it is signed by both Parties.

SŽ – Infrastruktura, d.o.o.

Trenitalia S.p.A

Matjaž Kranjc

Director

Signed on.....

Signed on.....

Enclosure:

Copy of the single safety certificate