

Contract no. xx/20xx

for access to the railway infrastructure (hereinafter referred to as “Contract”)
concluded in terms of Article 269, paragraph 2 of the Act No. 513/1991 Coll. the Commercial Code as amended and in compliance with Article 38 of the Act No. 513/2009 Coll. on Railroads and on amendments of some acts

between

Business name: **Železnice Slovenskej republiky**

Registered seat: **Klemensova 8
813 61 Bratislava**
**Incorporated in the Business Register of the District Court Bratislava I,
Section Po, Insert no. 312/B**

Statutory body: **XXXXXXXXXX
Director General, Železnice Slovenskej republiky**

Representative for discussions: **XXXXXXXXXX
Director, Traffic Management Department of DG ŽSR**

Bank details: **Všeobecná úverová banka, a.s.
Tatra banka, a.s.
Slovenská sporiteľňa, a.s.**

BIC: **SUBASKBX, TATRSKBX, GIBASKBX**

IBAN: **SK11 0200 0000 3500 0470 0012
SK14 1100 0000 0026 4700 0078
SK94 0900 0000 0000 1144 6542**

CIN: **31 364 501**

VAT registration no.: **SK2020480121**
(hereinafter referred to as “Infrastructure manager”)

and

Business name: **XXXXX**

Registered seat: **XXXXX**
Incorporated in the Business Register XXXXX

Statutory body: **XXXXX**

Bank connection: **XXXXX**

Bank account: **XXXXX**

Company identification number: **XXXXX**

VAT registration no.: **XXXXX**
(hereinafter referred to as “Railway undertaking”)

PREAMBLE

The contract is concluded in accordance and in reference with the Act of the National Council of the Slovak Republic No. 513/2009 Coll. on Railroads and on amendments of some acts (hereinafter referred to as the "Act on Railroads") and the Act of the National Council of the Slovak republic No. 514/2009 Coll. on the Transport on Railroads (hereinafter referred to as the "Act on the Transport on Railroads").

ARTICLE I

SUBJECT OF THE CONTRACT

1. The subject of this contract shall be arrangement of mutual rights and obligations between the Infrastructure manager (hereinafter the "IM") and the Railway undertaking (hereinafter the "RU") to ensure access to the railway infrastructure and provision of transport services on the railway infrastructure. Mutual relations between the IM and the RU shall be governed by this contract, relevant provisions of the Act on Railroads, the Act on Transport on Railways and the Act No. 258/1993 Coll. on Železnice Slovenskej republiky as amended by later regulations (hereinafter the "Act on ŽSR").
2. The RU shall exercise its activities under:
 - License reg. no. xxxxx issued,
 - Safety certificate.
3. The RU shall provide transport services on the railway infrastructure for the purpose of transport of persons and freight (goods).

ARTICLE II

DURATION OF THE CONTRACT

This contract shall enter into force on date of its subscription and shall be concluded for an undefined term.

ARTICLE III

PROCESS OF ACCESS TO THE RAILWAY INFRASTRUCTURE

1. The access and the exit to/from the railway infrastructure, or the start and the end of transport operation on the railway infrastructure (provision of transport services), shall be performed by employees of the RU according to applicable legal regulations, internal regulation of the IM provided in Annex 1 of the contract and other conditions set out by the IM and reported to the RU.
2. Operations of the RU on the railway infrastructure shall be registered and processed through the "Operational information system" (hereinafter the "IS PIS") in terms of the Regulation ŽSR DP 2. The IM shall be responsible for processing of transport operations. Processed schemes of transport operations for a respective month shall be sent by the IM to the RU in electronic form within 8 calendar days of the following month.
3. The IM and the RU shall acknowledge the processed scheme according to the Article III paragraph 2, as actually exercised operations, which are basis for invoicing.

ARTICLE IV PRICE TERMS

1. The RU shall be obliged to pay to the IM the charges for access to the railway infrastructure.
2. Charges for access to the railway infrastructure shall be calculated according to applicable Decree of Regulatory Authority on the regulatory framework for laying down charges for the access to railway infrastructure issued according to Article 53 paragraph 1 letter a) of the Act on Railroads.
3. The IM can provide to the RU against payment additional operations and services based on request. Price for such services shall be set out in terms of the Act No. 18/1996 Coll. on Prices as amended by later regulations, and prices set out by the Regulatory Office for Network Industries. Shall the price is not set out; the price agreed in advance shall apply. The relevant VAT shall be charged on these prices in terms of valid legal regulations.

ARTICLE V TERMS OF PAYMENT

1. The basis for issuing of an invoice shall be the "Summary of performances of freight and passenger trains in the month XX.20XX" including Annexes. The form of annexes and its structure shall be proposed by the IM always prior beginning of financial year until 5th January at the latest. In justified cases it is possible, by mutual agreement, to change the format and structure of annexes also in different appropriate term within the annual accounting period.
2.
 - a. Prices shall be charged by the IM in monthly invoices, which shall be issued and sent to the RU until the 10th day of the following month.
Invoices shall be payable within 14 days from the issuing date of invoices.
The RU may ask for sending electronic invoices. Detailed information about sending electronic invoices is available on ŽSR website: www.zsr.sk.
 - b. In case a payment is not made in due time the IM may apply an interest on late payments in accordance with the provisions of the Commercial Code of the unpaid amount for each day of delay.
3. The invoice shall include the particularities in terms of the Act No. 222/2004 Coll. on Value Added Tax as amended by later regulations. In case the invoice does not include all the particularities, the RU is entitled to return it to the IM within three working days at the latest from the day of reception. The return of invoice causes interruption of the current maturity term and a new maturity term, which lasts for 14 days will lapse from date of issuance of a new corrected invoice. Any discovered differences in billing charges for the infrastructure shall not constitute a reason for returning of the invoice.
4. All detected cases of incorrect registration of transport operations and errors in reporting or processing shall be resolved and settled by mutual agreement by the end of the month following the financial month. The differences will be reflected in the invoice for the following financial month, as a credit note, resp. debit note. In justified cases such cases may be resolved and settled in different dates, but always only within the financial year at the latest until 10th January of current year for the previous financial year. In such cases it is not possible to apply the provisions of paragraph 5 herein.
5. Shall the RU fail to exercise the payment under paragraph 2 of this article, i.e. by 14 days at the latest from the invoice issue date; the IM invites the RU by a written notice to undertake the payment. Shall the RU fail to pay debit amount by 15 days after the notice has been sent, the IM shall reserve the right to immediately withdraw from the contract or temporary suspend the RU access to the railway infrastructure. The IM shall be entitled to temporary suspend the RU access to the railway infrastructure also in case the RU fails to fulfil its obligations arising from any contract concluded with the IM, e.g. "Contract on joint supply of electric

energy type TNO”, “Contract on vocational training and professional competence verification” on the railway infrastructure managed by ŽSR. Withdrawal from the contract or temporary suspension of the RU access to the railway infrastructure shall be effective on the 5th day after the notice has been sent by registered mail. In case of temporary suspension of the RU access to the railway infrastructure, the access can be allowed upon all the overdue obligations are paid in full by the RU. During the period of temporary suspension of the RU access to the railway infrastructure, the RU shall be entitled to withdraw from the contract anytime or require from the RU provision of charges by documentary payment, bank guarantee or promissory note. The RU shall be obliged to cover any damage, i.e. actual damage and loss of profit, incurred to the IM in relation to immediate withdrawal from the contract or temporary suspension of the RU access to the railway infrastructure.

6. At the date of signature of this contract, the RU submitted to the MI a declaration of whether it is a dependent person to the MI pursuant to Article 2 (n) of Act No. 595/2003 Coll. on Income Tax as amended. Any change related to the personal, economic or other interconnection with the MI in connection with the provision of Article 2 (n) of Act No. 595/2003 Coll. on Income Tax as amended, the RU is obliged to notify MI in writing within 5 days of the change.
7. The contracting parties shall inform each other in writing on changes of accounts and on other figures necessary for payment and settlement of transport services. These amendments shall be reported without any delay at least 30 days before the required payment or settlement.

ARTICLE VI

OBLIGATIONS OF THE RAILWAY UNDERTAKING

1. The RU shall provide transport services:
 - in accordance with the applicable legal regulations, and under
 - the regulations and guidelines of ŽSR (Annex 1),
 - License Reg. no. xxxxx,
 - Safety certificate.
2. The RU within the provision of transport services shall use only railway vehicles which operation has been approved in accordance with the applicable legislation.
3. Submit orders for formation of Timetable within deadlines in accordance with Working schedule for timetable planning process.
4. The RU involved in transportation of dangerous goods in terms of the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID) shall be obliged to provide the infrastructure manager with the following data on such transported goods: name of the goods in terms of Harmonised Commodity Code (NHM), UN-Code, Kemmler-Code, transported quantity, position and number of wagons in the train. Program of cooperation between the RU and the IM in emergency situations in case of accidents or exceptional events related to the transport of dangerous goods is in compliance with the Act on Railroads, and the Act of the National Council of the Slovak Republic No 42/1994 Coll. on the Civil Protection of the Population as amended by later regulations and the Decree of the Ministry of Interior of the Slovak Republic No. 533/2006 Coll. on Details of the protection of population from the effects of dangerous substances is presented in Annex 7 – System of rescue measures.
5. The RU shall have properly secured fulfilling the tasks and responsibilities in the field of civil protection in accordance with the Act on the Civil Protection of the Population as amended by later regulations (e.g. Article 16) and related regulations of the Ministry of Interior to this Act. The RU shall inform the IM about a method of conducting these tasks and. If the Ru is not able to conduct these tasks and responsibilities during his activities in the railroad precinct managed by ŽSR can ask the IM to provide. The IM shall ensure that these roles and

- responsibilities for the RU under a separate contract (contract on provision of duties in the field of civil protection) to be concluded between the RU and the IM.
6. The RU shall ensure that provision of transport services have been carried out only by employees meeting the requirements for professional competence, medical and psychological fitness necessary to perform the works on the railroad.
 7. The RU shall pay infrastructure manager the invoiced actually incurred costs associated with firefighting, and environmental emergencies caused by the fault of the RU in the provision of transport services.
 8. The RU shall adhere to the instructions of the IM in identifying the reasons of accidents, fires, leaks of dangerous substance, occupational injuries or other exceptional events and in eliminating the impact on the environment. The RU shall be obliged to cooperate with the IM in identifying the reasons and contribute to eliminate the impact of those events and remove immediately damaged vehicles and loads from the railroad preventing railroad from operation and provision of railway transport.
 9. The RU shall have secured proper fire protection of railway vehicles, passengers and other objects operated on the railway infrastructure.
 10. The RU using locomotives of electric traction shall conclude the contract with ŽSR Railway Power Engineering Centre pursuant to Chapter 5 of operational rules of distribution network provider - Železnice Slovenskej republiky, Bratislava and comply with its provisions. In case the RU has not concluded the contracts with ŽSR-Railway Power Engineering Centre and start operating locomotives of electric traction, traction energy consumption by its locomotives will be considered unauthorized in terms of the Act No. 251/2012 Coll. on Energy and on amendments and supplements to certain laws (hereinafter the "Energy Act"). At the same time, the RU shall be obliged to pay out to ŽSR-Railway Power Engineering Centre proven cost related to unauthorized consumption in terms of the Act on the Energy Sector, including proven loss of profit. In case of a breach by the RU of any of the obligations referred to in this point, the IM shall have the right to withdraw from the contract immediately.
 11. The RU shall adjust a locomotives' point of supply in case of a locomotives of electric traction is used, for mounting of a determined metering device in terms of the decision of the Regulatory Office for Network Industries, which has approved the Operational rules of distribution network provider, Železnice Slovenskej republiky, and that is made available on the website of the Regulatory Office for Network Industries (www.urso.gov.sk), and in terms of published Technical conditions of commercial metering on locomotives, that are made available on ŽSR website www.zsr.sk in the section "Railway Undertakings/Other services/Railway Power Engineering Centre". Each specified metering device (electrometer and metering transformers) shall have valid national (Slovak) or (initial) verification of the European Community in accredited laboratory as well as type approval.
 12. The RU shall enable in case of an accident or exceptional event (e.g. pantograph collision with overhead contact line, failure of gauging device) ascent and descent of the employees of the IM to the roof of locomotives and access to measuring system. To this end, the RU shall submit photo documentation of security points on the roof of locomotives as well as security points of pantograph.
 13. The RU shall ensure that its employees respect the instructions given by the employees of the IM in terms of valid regulations in order to maintain of safety and continuity of railway operation and safety of persons.
 14. In case the RU uses parts of the railway infrastructure (loading, unloading premises, ramps, common loading and unloading tracks, etc.) through third persons, their obligations arising from this contract shall remain unchanged.
 15. The RU shall report suspicious activity on or around the railroad to a traffic controller on duty, dispatcher of the Police Corps of the Slovak Republic.

ARTICLE VII

OBLIGATIONS OF THE INFRASTRUCTURE MANAGER

1. The IM shall in addition to the obligations contained in the Act on Railroads and in the Act on the Transport on Railroads enable the RU to provide transport services on the railway infrastructure.
2. The IM shall pay the RU actually incurred costs associated with firefighting, elimination of environmental emergencies and exceptional events caused by the fault of the IM.

ARTICLE VIII

COMMON ARRANGEMENTS

1. The professional competence of RU employees is verified by the educational institution authorised by the Ministry of Transport and Construction of the Slovak Republic (MTC SR), which issues the "Certificate of Professional Competence" (§ 32 (3) of the Act on Railroads and § 30 (1) of the Act on Transport on Railroads) and the competence in OSH of RU employees is verified by ÚIVP - the educational institution of the IM mandated by the Ministry of Transport and Construction of the Slovak Republic (MCT SR), which issues the "Certificate of Competence in OSH". The certificate of competence is issued to an RU employee after the completion of training and after successful completion of a professional examination. The extent of the training will be adjusted to take into account differences in IM regulations and in the regulations of the country where the RU staff member has acquired his/her competence. The certificate of competence in OSH will be obtained by the employee after prior training with verification of OSH knowledge at the Central Institute for Education and Psychology (UIVP).
2. Medical and psychological fitness of employees shall be recognized for certified train drivers within the meaning of Annex of the Commission Implementing Regulation (EU) No. 2019/773 point 2.1. (Train driver's license). Other RU staff shall be recognized as having valid Medical and psychological fitness for the relevant work activity acquired in another EU Member State in accordance with directly applicable legal acts of the European Union.
3. The RU shall follow the simplified technological procedures described in Annex No 8 of the contract when processing trains (depart, intermediate, terminate). Simplified technological procedures shall not apply in railway stations listed in the Network Statement – The list of railway stations where simplified technological procedures shall not apply.

Technological procedures for railway stations provided in the Network Statement shall be processed and approved on the basis of application of RU and in cooperation with respective Regional Directorate. Those technical procedures shall be the annex to the operational rules of relevant railway station, and shall be approved prior to departure/arrival of the first train from/to a station. Excerpts from the local arrangements for the RU are available on the website www.zsr.sk in the part "Railway Undertakings/ Infrastructure/Local arrangements for RUs". Operational Rules of Railway Stations that apply to RUs are published in the IS PIS Carrier.

4. The procedure of train paths ordering is available on the ŽSR website www.zsr.sk in the section "Railway Undertakings/ Infrastructure/Network Statement" in Chapter 4 Infrastructure capacity allocation.
5. When investigating accidents, the IM and the RU shall follow the Annex 2 – Identifying the causes of incidents, exceptional events in railway operation.
6. Control activities, conditions for access to railroad precinct administered by ŽSR is governed by Annex 3 – Control activities, conditions for access to railroad precinct administered by ŽSR.

7. Regarding safety, occupational safety and health protection and identification of causes of occupational injuries, the IM and the RU shall proceed in accordance with Annex 4 – Occupational Safety and Health Protection.
8. When transporting exceptional consignments, the IM and the RU shall proceed in accordance with Annex 5 – Transportation of Exceptional Consignments.
9. Operational traffic management, procedures for restrictions on railway operating, management of the traffic closure is governed by Annex 6 – Operational traffic management and temporary capacity restrictions activities. The IM shall take due respect to eligible interest of the railway undertaking while considering the plan of temporary capacity restrictions on the ŽSR network.
10. The scope of shunting operations and technical office services pursuant to the Act on Railroads, which the IM can provide to the RU, will be performed according to Annex 5.3.2.1. of the Network Statement.

ARTICLE IX

COMPENSATION OF DAMAGES

1. The RU shall be held responsible to the IM for damage it has sustained by violation of the conditions stipulated in this contract, violation of its legal obligations or failure to fulfil its obligations. The RU shall not be held responsible to the IM for events not associated with the operation of railway transport as set out in Act on Railroads (Article 92, paragraph 3) and in Annex 2, paragraph 14 of this Contract.
2. The IM shall be held responsible to the RU for damage it has sustained by violation of the conditions stipulated in this contract, violation of its legal obligations or failure to fulfil its obligations. The IM shall not be held responsible to the infrastructure manager for events that do not originate in the operation of railway transport as set out in Act on Railroads (Article 92, paragraph 3) and in Annex 2, paragraph 14 of this contract.
3. In case of any damage caused by both the IM and the RU, they are responsible for damage compensations according to their degree of culpability. Shall it is not possible to determine level of culpability, each party shall bear any damage suffered itself.
4. The IM and the RU shall not be held responsible for damages caused by "force majeure". For purposes of this contract, under the term "force majeure", the contracting parties shall understand all exceptional events, unforeseen and unavoidable external reasons that the contracting parties did not cause and could not influence. Contracting parties shall consider also damages caused by fauna and flora as damages caused by "force majeure". Contracting parties shall inform each other on events caused by "force majeure".
5. Contracting parties shall not be held responsible for damages caused by third parties, while natural and legal entities shall not to be considered third parties that are in contractual relation to the IM or the RU.
6. Contracting parties shall undertake to manage placement and movement of railway vehicles on the railway infrastructure so as to avoid damages, threat to the environment, property, life and health of people and not impair legitimate interests of the IM, the RU or third parties.
7. Liability for damages caused by violation of obligations in connection with this contract shall be governed by the Commercial Code and relevant applicable regulations on compensation of damages.

ARTICLE X

TERMINATION OF THE CONTRACT

1. Contracting parties have agreed that this contract terminates:

- a) by a separate written agreement of both parties on the date specified therein;
 - b) as soon as written withdrawal enters into force in accordance with paragraph 2 of this Article;
 - c) on date on which the RU shall cease to hold a valid license to provide services or valid safety certificate of railway undertaking, unless on the following day, the railway undertaking become holder of a new valid license to provide transport services, or holder of a new safety certificate of the RU.
In this case, the contracting parties shall conclude a new contract.
 - d) by expiration of period of notice on basis of written notice of either contracting party in accordance with paragraph 3 of this Article.
2. The IM shall be entitled to terminate the contract in cases specified in Article V paragraph 5 and in Article VI paragraph 10. Written withdrawal from the contract shall enter into force on the day of its delivery to the other contracting party.
 3. The contract shall be terminated only in written form and without giving any reason. The period of notice shall be 3 calendar months and shall begin on the first day of the calendar month following the calendar month in which written notice was received by the other contracting party. The Contract shall come to an end on the expiry of the period of notice.

ARTICLE XI

TRANSITORY AND CONCLUDING PROVISIONS

1. Provisions of this Contract may only be amended or modified by written amendment signed by authorized representatives of both contracting parties.
2. The Parties mutually agree that the legal relations not regulated by this Contract shall be governed by the Commercial Code, as amended, as well as other legal regulations valid in the territory of the Slovak Republic.
3. Contracting parties shall mutually agree that all disputes will be solved in preference by agreement. If no agreement is reached, all disputes arising out of legal relationships arising from this contract or related to this contract shall be submitted for decision to the respective general court of the Slovak Republic.
4. Mutual relations of contracting parties shall be governed by the Commercial Code of the Slovak Republic and subsidiary by the Civil Code of the Slovak Republic. Legal relations arising from this contract shall be governed by the legislation valid in the Slovak Republic. Any disputes arising from this contract will be decided by the competent court of the Slovak Republic, in the Slovak language. Slovak interpretation of documents and contracts shall be binding.
5. The RU is obliged to comply with the "Code of Ethics of the Railways of the Slovak Republic". The current version of the Code of Ethics of the Railways of the Slovak Republic is published on the ŽSR website: www.zsr.sk.
6. The contract shall be made in six copies, each having the validity of master copy, of which both the infrastructure manager and the railway undertaking shall obtain three copies.
7. This contract shall enter into force on date of its subscription by authorized representatives of both contracting parties and become effective on date following its publishing in terms of Article 47(a) of the Civil Code.
8. The inseparable part of the present contract shall be:

Annex 1	Regulations and guidelines of infrastructure manager applicable to railway undertaking
Annex 2	Investigation of accidents and extraordinary events in railway operation
Annex 3	Controlling activities, access conditions to railroad precinct administered by ŽSR

- Annex 4 Occupational Safety and Health Protection
- Annex 5 Carriage of exceptional consignments
- Annex 6 Operational traffic management and closure of traffic
- Annex 7 System of rescue measures
- Annex 8 Simplified technological procedures for freight train operations

Licence: Reg. no. xxxxx

Safety certificate: SK xxxxx

9. Contracting parties shall concurrently declare that they have duly read this contract prior to its subscription and that the contract was concluded by mutual consultation of contracting parties in their right free will and deed, seriously and comprehensively, not in distress and not on unaccommodating terms.

In Bratislava, on

In XXXXXX, on

On behalf of Infrastructure Manager

On behalf of Railway Undertaking

Director General
Železnice Slovenskej republiky
xxxxx

Chairman of the Board or Managing Director
xxxxx
xxxxx

**REGULATIONS OF INFRASTRUCTURE MANAGER
APPLICABLE TO RAILWAY UNDERTAKING**

No.	Regulation mark	Regulation title	Effective since		Note
1	D 2/81	Transport of service vehicle according to types	01.10.1982	3/15.07.2005	3)
2	D 33	Regulation on military transport on railroad	01.05.1992		3)
3	D 33/3	Directive on transportation of military consignments with PNM	01.06.1986		3)
4	D 33/4	Directive on transportation of military transports FMZO/HTS on railroad	01.01.1987		3)
5	D 33/5	Regulations for performance of schedule and transport condition service of military transports on railroad	01.01.1985		3)
6	D 47a	Regulation on performance of transport service on remote-controlled railway line Nové Mesto nad Váhom - Myjava. Extract for on-board staff, leader of a small vehicle and for the staff of track service	16.05.1995	1/01.01.1996	1)
7	D 101/T 101	Servicing of station interlocking system	01.04.1993	4/01.07.2009	2)
8	D 102/T 102	Servicing of track interlocking system	01.04.1993	1/20.11.2006	2)
9	Z 1	Railway operational rules	11.12.2011		
10	Z 2	Occupational safety applied in Železnice Slovenskej republiky	01.01.2014		
11	Z 3	Professional competence applied in ŽSR	01.09.2014	1/01.01.2015	
12	Z 6	Capacity of infrastructure of ŽSR	01.07.2010		
13	Z 7	Exceptional consignments	01.07.2010		3
14	Z 9	Granting access to railroad precincts administered by ŽSR	01.10.2011		
15	Z 17	Accidents and exceptional events	09.12.2007	4/07.09.2015	
16	DP 7	Numbering of traffic points on the railway infrastructure SR	01.10.2014		
17	DP 3	Operational traffic management applied in ŽSR	01.07.2019	1/01.01.2020	
18	DP 4	Closure activities of Železnice Slovenskej republiky	01.07.2013	3/14.12.2014	
19	DP 2	Operational information system	01.09.2009	5/01.01.2015	
20	SR 1028	Principles for broadcast announcements to inform passengers	07.03.2010		
21	O23	Transport of selected radioactive substances on the ŽSR network	01.05.2014		4)
22	4/95-PMR	Radio operational rules for the railway line Žilina – Bratislava	01.07.1995		1)
23	Z 4	Assessment of psychical fitness	01.01.2012		
24	Z 14	Traffic communication rules	01.10.2013		
25	Op 22	Accidents at work, other accidents, dangerous incidents, occupational diseases	01.01.2016	A2/20.09.2018	

Remarks:

- 2) only if safety installation are being operated by the railway undertaking
- 3) when the relevant transport is being performed
- 4) when the railway undertaking has an authorization to carry transport operations of radioactive material

Note: In previous editions of regulation FMD, ČSD = ŽSR

The obligations of RUs resulting from international conventions and regulations shall not be affected herewith.

The Annex shall be in force at the time of signature. Current status is published on the website

www.zsr.sk in the section "Railway Undertakings/Railway infrastructure/Legislation/Regulations ŽSR".

GUIDELINES OF INFRASTRUCTURE MANAGER APPLICABLE TO RAILWAY UNDERTAKING

No.	Guideline title	Effective since	Last amendment
	Description of ŽSR infrastructure at border crossing Bratislava-Petržalka – Kittsee Set of regulatory provisions of ŽSR at border crossing Bratislava-Petržalka – Kittsee 1)	01.07. 2015	
1	Summarization of regulatory provisions for the implementation of operational services at the border crossing Bratislava-Petržalka (SK) - Kittsee (AT)	13.12 2009	
2	Local arrangement for traffic control and transport management on railroad on border line and in border stations Čadca (SR) – Mosty u Jablunkova (ČR) 1)	01.01. 2015	
3	Local agreement for traffic control and transport management on railroad on border line and in border stations Čaňa (SK) – Hidasnémeti (HU) 1)	01.05. 2014	
4	Regulatory provisions for the implementation of operational services in border crossing Devínska Nová Ves (SK) – Marchegg (AT)	13.12 2009	
5	Local agreement for traffic control and transport management on railroad on border line and in border stations Filákovo (SK) – Somoskőújfalu (HU) 1)	01.08. 2014	
6	Local arrangements for traffic control and transport management on railroad on border line and in border stations Holíč nad Moravou (SR) - Hodonín (ČR) 1)	01.09. 2015	
7	Local arrangements for traffic control and transport management on railroad on border line and in border stations Horné Srnie (SR) - Vlársky průsmyk (ČR) 1)	01.11. 2011	1/01.01.2015
8	Local agreement for traffic control and transport management on railroad on border line and in border stations Komárno (SR) - Komárom (MÁV) 1)	01.09. 2011	
9	Local arrangements for traffic control and transport management on railroad on border line and in border stations Kúty (SR) - Lanžhot (ČR) 1)	01.03. 2014	1/25.03.2015
10	Local arrangements for traffic control and transport management on railroad on border line and in border stations Lúky pod Makytou (SR) - Horní Lideč (ČR) 1)	01.03. 2015	
11	Local agreement for traffic control and transport management on railroad on border line and in border stations Medzilaborce (SR) - Lupków (PL) 1)	01.04. 2011	2/15.12.2013
12	Local agreement for traffic control and transport management on railroad on border line and in border stations Plaveč (SR) - Muszyna (PL) 1)	01.08. 2010	3/1.12.2014
13	Local agreement for traffic control and transport management on railroad on border line and in border stations Rusovce (SR) - Rajka (MÁV) 1)	01.04. 2011	1/01.09.2014
14	Local arrangements for traffic control and transport management on railroad on border line and in border stations Skalica na Slovensku (SR) - Sodoměřice nad Moravou (ČR) 1)	01.01. 2011	1/01.01.2015
15	Local agreement for traffic control and transport management on railroad on border line and in border stations Skalité (SR) - Zwardoń (PL) 1)	01.01. 2010	2/01.08. 2014
16	Local agreement for traffic control and transport management on railroad on border line and in border stations Štúrovo (SR) - Szob (MÁV) 1)	01.12. 2011	1/01.08. 2014
17	Local arrangements for traffic control and transport management on railroad on border line and in border stations Vrbovce (SR) - Velká nad Veličkou (ČR) 1)	01.01. 2015	
18	Implementing regulation on train operation at border crossing Užhorod - Pavlovo - Maľovce Excerpt for RUs 1)	04.04. 2013	1/30.04. 2014
19	Implementing regulation on train operation at border crossing Čop - Čierna nad Tisou Excerpt for RUs 1)	04.04. 2013	1/30.04. 2014
20	Local agreement for traffic control and transport management on railroad on border line and in border stations Slovenské Nové Mesto (SK) a Sátoraljaújhely (HU)	01.02. 2015	
21	Local agreement for traffic control and transport management on railroad on border line and in border stations Lenartovce (SK) a Bánréve (HU)	01.07. 2015	
22	Implementing regulation for transportation of trains on shared peage line of ŽSR - MÁV ZRt. Malé Straciny /Nógrádszakál – Ipolytarnóc/ Lučenec Excerpt for RUs 1)	01.08. 2009	
23	Regulation No. 11/2014 of Director General on the technological procedure of works in the internal cleaning (cleaning) of rail vehicles stabled on rails ŽSR 2)	01.08. 2010	2/1.09.2012
	Guidelines on provision of selected additional services for railway undertakings and other entities using the railway infrastructure managed by ŽSR		
	Operational rules GSM-R SK on the railway lines sections Bratislava hl. st. – Žilina – Čadca – state border SK CZ, state border AUT/SK – Devínska Nová Ves – Bratislava hl. st. – Nové Zámky, railway node Bratislava incl. state border SK/AUT/HU		

Note: 1) only if transport on the respective line is performed
2) if respective activities are performed

Annex is valid at the time of signature. Updates are published on the ŽSR website www.zsr.sk in the section "Railway undertakings/Infrastructure/Local agreements for RUs".

**INVESTIGATION OF ACCIDENTS AND EXTRAORDINARY EVENTS
IN RAILWAY OPERATION**

1. Investigation procedures for determination of causes of accidents and extraordinary events in railway operation are provided in the ŽSR Regulation Z 17 – Accidents and extraordinary events.
2. Determination of causes of accidents and extraordinary events in railway operation, which occurred on the railway infrastructure, shall be investigated by authorized employees of the IM. If the accident or extraordinary event involves employees or installations of the RU, determination of causes of accident shall be investigated by the authorized employees of the IM in cooperation with authorized employee of the RU who shall be announced to IM by the RU.
3. Rights and obligations of the contracting parties in the process of determination of causes of the accident and extraordinary event are set out in the Regulation ŽSR Z 17 - Accidents and extraordinary events.
4. The IM shall conclude the investigation of causes of the accident and extraordinary event pursuant to Item No 2 at the common meeting of operative commission with attendance of the RU with the “Report on the conclusion of the accident” (“Report”), of which one copy shall be sent to the RU. In the “Report”, the IM shall indicate the cause of the accident and the liability for its occurrence. In accordance with the Act on Railroads the “Report”, shall be sent by the IM to the investigation and the safety authority. Within the “Report”, the IM shall assign tasks and measures in order to prevent similar events. All assigned tasks and measures are binding for the RU as well as for the IM. The detailed method of conclusion of the accidents and extraordinary events shall be set out by the Regulation ŽSR Z 17. If it is RU who investigates the determination of causes of the accident, it shall indicate the accident determination, the responsibility for its occurrence in the “Report”, and proceeds in terms of the Regulation ŽSR Z 17.
5. If there is no agreement reached prior the common meeting of operative commission on the determination of causes of accidents or extraordinary events between the investigator appointed by IM and the authorized employee of the RU procedures under the Regulation ŽSR Z 17 - Accidents and extraordinary events, Article 254 shall be followed. Shall the accident or extraordinary event involved investigation of the authority of law enforcement, its conclusion shall take preference over the Article 254 of the ŽSR Regulation Z 17 and shall also apply to compensation of damage.
6. The IM keeps the central register of all accidents that occurred on the railway infrastructure managed by ŽSR. Within this register of accidents the data of the RU are also being kept. Upon requests of the RU provides statistics on accidents, in which the employees and facilities of the particular RU have been involved, in the extent of the software program EVINEHOD capabilities once per quarter.
7. The IM shall be obliged to report the accident and extraordinary event, to keep the statistics of accidents also for the RU. This obligation concerns all the accidents occurring on the railway infrastructure managed by ŽSR.
8. Damages that arise in direct relation to the accident or extraordinary event shall be covered according to the extent of responsibility set out in the “Report”. The compensation for damages shall be executed pursuant to the law.
9. Costs of accidents and extraordinary events investigation shall not be invoiced among the contracting parties and shall be settled by the reciprocal actions carried out by both parties during the investigation of accidents and extraordinary events.
10. If there are any facts discovered during the investigation of accidents and extraordinary events that are not directly related to the cause and culpability, but that endangers safety of railway

transport operation, the IM shall draw attention to these facts in the "Report". The contracting parties shall be obliged to remove these defects

11. Removal of accidents and extraordinary events shall be provided by IM and the RU. Details are provided in the Regulation ŽSR Z 17 - Accidents and extraordinary events. The costs connected to removal are considered to be part of the accident damages.
12. Commission on the assessment of rolling stock technical condition, installations of the railway infrastructure and state of correct loading and fixation of consignment shall be convened by the authorized employee of the RU or the IM, as mutually agreed. The assessment will be carried out according to the applicable international regulations, the regulations of the IM and the RU. Details are provided in the Regulation ŽSR Z 17 - Accidents and extraordinary events.
13. If the RU has no appropriate conditions created for carrying out a commission review to assess its installations, rolling stock, etc., the RU agrees that a commission review is to be carried out in the premises of another RU, which has respective authorization to carry out such activities. To carry out these activities it shall submit an order and associated costs will be settled according to the order. The necessary arrangements shall be made by an authorized employee of the RU, upon common agreement with an authorized employee of the IM. The costs connected to this are considered to be part of the accident damages and shall be settled according to the item 8.
14. During the investigation of accidents appearance causation the following shall be considered as examples of „Exceptional event not originating in the operation“:
 - Lightning bolt – direct stroke of the lightning into the railway infrastructure installation or railway rolling stock,
 - Explosion – destructive performance of pressure force consisting in the expansion of gases or vapours,
 - Windstorm – air flow reaching at least the speed 75 km/h,
 - Flood – floatation, damage of the territory caused by water, which spilling out of the water flows in a natural way (including the dam failure),
 - Earthquake – shaking of the earth surface caused by natural effects, reaching at least degree 6 of the international MCS scale,
 - Volcano eruption – pressure release caused by the interference of terrestrial crust connected with lava spilling, release of ash, gases and other substances,
 - Landslip – sudden collapsing or crash of soil, earth or stones caused by natural effects,
 - Avalanches – sudden fall of snow or ice deposit from a natural slope,
 - an act by an other person (a third party not contracted to the IM or the RU) with the intention of causing damage to the railway rolling stock or to the rolling stock - vandalism or terrorist act,

and only in case when contracting parties show that the event was not caused by any member of its staff or due to its technical equipment and that they have taken all real available measures to prevent damage.

**CONTROLLING ACTIVITIES, ACCESS CONDITIONS TO RAILROAD PRECINCT
ADMINISTERED BY ŽSR**

1. Authorized employees of the IM shall be designated in terms of regulations of the IM (ŽSR Regulation Z 3, Annex 9). These employees in the extent of their competence shall be entitled to control the compliance of operating regulations of the IM by the employees of the RU.
2. Authorized employees of the IM shall identify themselves with an authorization which extent is specified in the staff card on the bottom side of the card "Other authorization" or in Annex to the staff card "PERMISSION WITH AUTHORISATION".
3. Authorized employees of the IM and the RU shall conduct control activities based on this contract, they are authorised to enter the premises related with the conduct of control, inspect documents and records related to the field of control. Controlled employees shall be obliged to cooperate with the authorized employees conducting control activities and provide necessary explanations.
4. In cases specified by ŽSR Regulation Z 3, the authorized employees of the IM shall be entitled to revoke the "Certificate on professional competence". Professional competence of authorized employee of the IM (type of expertise examination) also defines the extent of authorization for revocation of certificates in relevant field of traffic, transportation and technical operation. This authorization shall be recorded in the staff card issued for authorized employees of the IM.
5. Authorized employee of the IM authorised to revoke the "Certificate on professional competence" and the "Certificate on occupational safety and health protection" shall be obliged to prevent any train operation that would be controlled by person who was found violating the rules of operation to an extent endangering safety of transport and persons. If the safety of operation and persons and is being endangered, the authorized employees of the IM may stop the operation for an inevitable needed time-period. The authorized employee of the IM shall inform the RU without a delay on such action and its reasons. Finding any other violations against the regulations on operation and safety by the employees of the RU shall be reported by the authorized employee of the IM to the RU in the way as specified for the revocation of "Certificate on professional competence" (ŽSR Regulation Z 3, Annex 9).
6. ŽSR Regulation Z9 - Permission for access to railroad precinct administered by ŽSR shall apply for access to railroad precinct administered by ŽSR inaccessible to the public and for movement within the precinct. The regulation sets out the conditions for obtaining permission to access railroad precinct for the employees of the RU and the IM. Persons in the railroad precinct shall be obliged to within it with carefully, behave safely, observe regulations and instructions for safe operation restrain from actions that would endanger the traffic on the railroad, safety of people and objects.
7. Employees of the RU shall be obliged to carry their "Certificate on professional competence" and "Certificate on occupational safety and health protection" and "Authorization for access to railroad precinct administered by ŽSR" in terms of ŽSR Regulation Z 9 – Permission for access to railroad precinct administered by ŽSR, unless required by this regulation.

OCCUPATIONAL SAFETY AND HEALTH PROTECTION

Provisions of this Annex are based on the obligations of employer in terms of the Act of National Council of Slovak Republic No. 124/2006 Coll. on Occupational Safety and Health Protection and on the amendment of certain acts (hereinafter the Act No. 124/2006 Coll. on OSH as amended).

In terms of Article 18 of the Act No. 124/2006 Coll. on OSH as amended, the relevant contract has to stipulate the prevention and the preparation and execution of measures to ensure safety and health protection at work, the coordination of activities and mutual information.

I. Prevention, coordination and mutual information

a) Medical and psychological fitness.

1. Medical and psychological (if prescribed) fitness of the employees of the RU and the IM shall be verified by a legal entity in terms of the Act No. 513/2010 Coll. on Railroads and on amendments of some acts and the Act No. 514/2009 Coll. on the Transport on Railroads as amended by later regulations.
2. The employer shall be responsible for required medical and psychological fitness of employees of the RU and the IM.

b) Notification of employees in the field of occupational safety and health protection.

1. The extent of knowledge on occupational safety and health protection applicable to RU employees engaged in working activities and involved in transport operations is stipulated by the Act No. 124/2006 Coll. on OSH as amended and by other legal and other regulations aimed at ensuring safety and health protection of employees with reference to the present ŽSR Regulation Z 2 – Safety of employees applicable in Železnice Slovenskej republiky.
2. Training and knowledge verification of employees of the RU and also contractors and subcontractors of safety regulations provisions of the IM in the defined extent and issuance of certificate on examination shall be provided by training facility of the IM in terms of the Act No. 124/2006 Coll. on OSH as amended .
3. The RU shall ensure that his employees and also of contractors and subcontractors in the premises of the IM will prior start of their work notify to the competent authorized employee managing transport on the railroad (dispatcher, traffic controller) and informed him with the working activities, that he is supposed to carry out and agree with him on the conditions of its safe performance. The competent authorized employee managing transport on the railroad shall provide the employee of the RU and also of contractors and subcontractors with information needed to preserve his safety and health protection in respect to the railway operation aspect.
Given obligation shall not apply to train driver, train conductor and conductor in passenger transport for single activities performed on railway vehicles.

c) Notification of contractors and subcontractors, which will carry out activities in the premises of the IM for the RU under contractual relations

1. The IM shall ensure through the RU the provision of information on possible threats and general guidelines to ensure safety and health protection from the perspective of railway operation for contractors and subcontractors, which will carry out activities in the premises of the IM for the RU under contractual relations.
2. Information in the field of OSH in local environment shall be provided by the IM to the RU through the local operational regulations (Operating rules of railway stations, etc.) on which the RU shall inform the employees of its contractors and subcontractors which will carry out activities in the premises of the IM for the RU under contractual relations. On the information set out in letter c), points 1 and 2 the RU shall notify its contractors and

subcontractors which will carry out activities in the premises of the IM for the RU under contractual relations regularly once in two years.

3. The IM shall provably inform the RU on current changes of temporary or permanent nature in OSH, which affect the safety of contractors and subcontractors. Head of the railway station shall provide the information to the RU in writing. The RU shall ensure the provision of such information to contractors and subcontractors, which will carry out activities in the premises of the IM for the RU under contractual relations.
4. The RU shall ensure for activities in the vicinity of the overhead contact line, when necessary, in accordance with § 23, Decree of the Ministry of Transport No. 205/2010 on Determined Technical Appliances for activities in the vicinity of overhead contact lines, instruction for employees of suppliers and subcontractors who will perform operations in ŽSR premises under contractual relations.

d) Mutual information and coordination of activities

The IM and the RU shall be obliged to mutual provision of information, in particular about possible threats, preventive measures and first-aid measures, execution of rescue operations and evacuation of employees.

e) Responsibility for securing the safety and health protection of employees.

1. The RU shall be responsible for creating safe conditions in the leased premises owned by IM in the extent of lease contract.
2. The IM shall be responsible for creating safe conditions in other premises and workplaces of the IM.
3. Employees of the IM as well as employees of the RU shall be obliged to provide first aid for the employees of RU and the IM and eventually enable the use the means for calling the emergency medical service.
4. The IM as well as the RU shall be obliged to enable the use of social sanitary facilities to employees of RU and the IM performing operational activity at workplace of the IM and the RU.
5. The RU shall ensure the security of its employees operating in the operational area in terms of the Regulation ŽSR Z 2.

f) Controlling activities in field of safety and health protection at work

1. Designated employees of the IM shall be authorized to control the employees of the RU in the field of OSH at the premises and workplaces of the IM.
2. Designated employees of the RU shall be authorized to control the employees of the IM in the field of OSH at premises and workplaces of the RU.
and in particular to control:
 - whether the employees are under the influence of alcohol, narcotics or psychotropic substances, during working time
 - compliance with safety regulations
3. In case of breach of working discipline by controlled employee (detection of the alcohol, narcotics and psychotropic substances), the controlling employee of the RU and the IM shall be allowed to prevent the employee from continuation of his working activities.

The RU shall be responsible for fulfilling the duties resulting from this Annex for the employees of the RU as well as for any employee of another legal or natural entity, who performs activities at the workplaces of the IM performs activities for the RU. For these reasons, the RU shall ensure contractually the extent of safety and health protection at work with every contractor for works or services in terms of the Act No. 124/2006 Coll. on OSH as amended (Article 18).

II. Reporting, identifying causes and registration of occupational injuries

1. The RU shall be obliged to immediately report the occurrence of an occupational accident suffered by the employee of the RU at the workplace of the IM; the IM consequently fulfil his duties in cooperation with representative of the RU pursuant to provisions of Article 17 paragraph 6 of the Act No. 124/2006 Coll. on Occupational Safety and Health.
2. The IM shall be obliged to immediately report the occurrence of an occupational accident suffered by the employee of the IM at the workplace of the RU; the RU consequently fulfil his duties in cooperation with representative of the IM pursuant to provisions of Article 17 paragraph 6 of the Act on Occupational Safety and Health.
3. After reporting the occurrence of a registered occupational injury suffered by the employee of the RU at the workplace of the IM, the causes of its occurrence are determined by a commission established by the IM with participation of the representatives of the RU pursuant to provisions of Article 17 paragraph 6 of the Act No. 124/2006 Coll. on Occupational Safety and Health.
4. In case that the IM and the RU will not reach an agreement on the matter of determination of violation of regulatory provisions and consequently in the determination of the cause of a registered occupational injury, the conclusions of investigation by a competent labour inspection authority shall be accepted as decisive conclusions and provided in "Protocol" of the competent Labour Inspectorate.

CARRIAGE OF EXCEPTIONAL CONSIGNMENTS

Consignments which are not secured in accordance with binding RIV provisions - UIC Loading Guidelines and are subject to special technical and operating conditions for transport of exceptional consignments must be negotiated with ŽSR DG - Department of Traffic Management - Section for special transports (URMIZA Bratislava - Central Management of Exceptional Consignments Bratislava).

The provisions of the UIC Leaflet 502 - Exceptional consignments - Regulations concerning the preparation and management of exceptional consignments and the ŽSR Regulation Z 7 - Exceptional consignments shall be binding for negotiation of exceptional consignments.

1. The RU shall be obliged, prior acceptance of exceptional consignment, request from the operator through URMIZA the elaborated conditions for carriage of exceptional consignment issued in "Permission (Consent) on acceptance (carriage) of exceptional consignment".
2. Can directly request URMIZA to issue "Permission (Consent) on acceptance (carriage) of exceptional consignment".
3. Each exceptional consignment shall be assigned a consent permission number, which serves for identification of a consignment within the whole transport system. The consent (permission) for carriage of exceptional consignment shall be delivered to all parties involved in carriage, mainly the operator, the RU and participating IMs.
4. The procedure of submitting and accepting of exceptional consignment in the railway stations shall not change from the point of technological view. In a relevant section of the consignment note the operator shall indicate a consent number under which the exceptional consignment is transported. A consent permission number of consignment note from consignment note must be identical with number on "Label U" on a wagon with an exceptional consignment. An employee accepting the exceptional consignment for transport shall be responsible for exceptional consignment compliance with conditions set for the transport of exceptional consignment. In case it is necessary to issue a route dispatch for an exceptional consignment, it shall be issued by URMIZA - Central management of exceptional consignments Bratislava after previous written confirmation of rolling stock mechanic (competent employee of the RU) who had checked the consignment and this has conformed to the conditions set by "Permission for transportation of exceptional consignment" or "Consent on accepting consignment".
5. Coded load units on approved coded combined wagons which exceed the minimum loading gauge of the IMs participating on transportation but are carried on coded combined freight lines on trains approved for combined transport (see timetable instruments) will be carried without further approval requirement. If one of the above conditions is not respected, such consignments will no longer be considered as consignments of combined transport, but as extraordinary consignments that will need to be discussed with ŽSR Directorate General – Traffic Management Department, Section of Special Transports.
6. The IM provides RU services on the basis of the "Guidelines for the Provision of Selected Additional Services for Railway Undertakings and Other Entities Using Railway Infrastructure managed by ŽSR".

OPERATIVE TRAFFIC MANAGEMENT AND CLOSURE ACTIVITIES

Operational traffic management is implemented on the railway infrastructure of ŽSR according to the valid provisions of the ŽSR regulation DP 3 "Operational traffic management on ŽSR" and the ŽSR regulation Z 1. They define the principles of operational traffic management at all management levels and are binding for all IM and RU employees involved in traffic management.

I. Principles of transport organization

1. The principles of train traffic planning are determined by the provisions of the ŽSR service regulation DP 3 "Operational traffic management on ŽSR". The relevant MI dispatcher shall comply with the request of the RU dispatcher to introduce an extraordinary train route, or to cancel a regular train path, to reduce train speed, to make an extraordinary replacement of a locomotive, or to include a locomotive in a regular train while observing the specified weight normative, in justified cases also within a shorter period of time than specified in the Contract (Article VIII, clause 4), if the operational situation on the railway infrastructure of the ŽSR allows it.
2. IM carries out operational cancellation of regular trains and introduction of trains and trains on existing routes ("as required" and "free paths") on the basis of orders of RU for transport and the current situation on the railway infrastructure of ŽSR.
3. In the event of unforeseen circumstances resulting in restrictions of operation in freight transport (accidents, unforeseen closures, natural disasters, extraordinary circumstances caused by the actions of third parties, etc.), the IM control dispatcher shall notify the RU dispatcher as soon as he becomes aware of them, if the RU has planned traffic on the restricted section of the line.
4. RU will provide a locomotive and a driver to IM for payment in the event of the need to release and re-commission the railway infrastructure. The use of train requisites shall be ordered by the IM control dispatcher from the RU dispatcher.
5. In the event of an extraordinary event that prevents the use of the railway infrastructure in the planned scope and under the agreed conditions (e.g. interruption of operation, sudden interruption of OCL power supply on a part of the electrified line or in the perimeter of the railway station), IM in cooperation with RU shall take measures to ensure the operation of freight trains. If necessary, IM shall request RU to provide the necessary number of independent traction locomotives to run trains through the voltage-free section.

II. Train diversions

Diversions of trains within the meaning of this Annex shall be carried out under a mutual agreement between IM and RU in accordance with the applicable provisions of the service regulations, namely:

- unplanned diversions due to extraordinary circumstances on the railway (accidents, natural disasters, technical reasons, decisions of state administration authorities, etc.),
- planned diversions carried out in connection with closure activities.

Closure activities

In order to ensure optimal organisation of management (preparation, planning, approval, implementation and evaluation) of closure activities and minimisation of the adverse impact on the continuity of operation, to ensure coordination between IM and RU, the contracting parties undertake to cooperate in the coordination of closure activities in accordance with the valid

provisions of ŽSR service regulations DP 3 "Operational traffic management on ŽSR" and ŽSR DP 4 "Closure activities of Železnice Slovenskej republiky". At weekly closure activity staff meetings at the traffic management departments of the ŽSR Regional Directorates of the relevant district, the requirements for the closure activity are discussed and refined in accordance with the annual and monthly closure plan.

1. IM shall submit the annual closure plan to RU immediately after its approval by the ŽSR Deputy Director General for Operations.
2. Closure activities, their procedure and necessary measures taking into account the requirements of the contracting parties are dealt with in the Closure Orders (ROV) and the Set of Closure Orders (SROV), which are prepared and issued by the Department of Transport of the ŽSR Directorate General in cooperation with the relevant departments of the ŽSR Directorate General and RU.
3. IM will discuss the necessary measures in freight transport with the representatives of the RU when processing the ROV (in the RU by order of the station manager). In the case of closures with impact on the throughput of the line (line section, station, cross-border stations, etc.) or affecting the organisation of transport of trains of national or interstate transport, the IM processes in the ROV a proposal of transport and traffic measures in cooperation with the RU.
4. In the case of closures carried out in connection with investment actions of third parties (not for the needs of IM), IM agrees with the investor or supplier of works the obligation to provide the necessary number of locomotives of independent traction for the displacement or running of trains. IM will only authorise the closure after confirmation from the investor or contractor that it has independent traction locomotives for the duration of the closure. The cost of the independent locomotives used shall be borne by the investor or contractor.

SYSTEM OF RESCUE MEASURES

The system of rescue measures of Železnice Slovenskej republiky is based on "Safety management system at ŽSR". Its purpose is to ensure reliable and effective managing of activities when removing the consequences of accidents and the exceptional events on the railway lines managed by the ŽSR.

The IM and the RU in terms Article 30 paragraph 1, letter h), Article 93 paragraph 1 of the Act on Railroads shall be obliged immediately after finding out, to report an accident or an extraordinary event to the coordination centre of Integrated Rescue System, the investigating body and the Police Force and provide the investigating body and the police bodies with technical assistance and information necessary to investigate the accidents and extraordinary events.

In terms of the Act of the National Council of the Slovak Republic No. 171/1993 Coll. on the Police Force as amended by later regulations and the Act of the National Council of the Slovak Republic No. 301/2005 Coll. the Criminal Procedure Code, as amended, the duties of the law enforcement authority are carried out by the investigator of the Police Force and, in the case of an accelerated investigation, by the Railway Police Department of the Regional Police Directorates of the Police Force of the Slovak Republic within the meaning of Annex 1 of the "Contracts on cooperation in railroads area concluded between ŽSR and Ministry of Interior of the Slovak Republic - Police Force Presidium".

Accidents and exceptionalities in railway operation on infrastructure managed by ŽSR shall be announced by railway undertaking in terms of Article 81 of the ŽSR Regulation Z 17 – Accidents and Exceptional Events.

Determination of causes of the accident or extraordinary event within railway operation on the railway infrastructure administrated by ŽSR shall be carried out according to the Annex 2 of this Contract.

Actions of employees of the IM or the RU on the scene of the accident and extraordinary event until arrival of rescue systems and the police are stipulated in the Regulation ŽSR Z 17 and only to an extent necessary to:

- rescue persons with life-threatening injuries,
- prevent fire from spreading,
- prevent environmental accidents,
- prevent further damage to health, property and environment,
- restore operation only if the wreckage will stay substantially unaffected or the original condition of the scene remains unchanged.

Priority requirement within removal of the aftermath of accidents shall be to restore operation on the railway infrastructure managed by ŽSR as soon as possible in regard to minimize consequential damages.

The RU shall be obliged, in compliance with Article 15 paragraph 1 letter h) of the Act No. 514/2009 on the Transport on Railroads, to remove forthwith from the railroad the railroad vehicles and the load damaged due to accident or extraordinary event, which restrain the railroad operation and the transport on the railroad. In compliance with Article 98 paragraph 5 of the Decree of the Ministry of Transport, Construction and Regional Development of the Slovak Republic No. 351/2010 on Railroad Transportation Order as amended by later regulations, the RU shall be obliged to commence the removal immediately, up to two hours at the latest on main lines and up to four hours secondary lines after the consent of relevant authority is issued. Mediation of issued consent of relevant investigating authority to the RU shall be ensured by the duty manager of Regional Directorate according to location and contacts listed by the RU.

vehicles and the load damaged due to accident or extraordinary event, of in case the RU asks the IM to do so, the latter shall remove railroad vehicles and load from the railroad in terms

of Article 3 paragraph 4 of the Decree of the Ministry of Transport, Construction and Regional Development of the Slovak Republic No. 351/2010 on the traffic order of railways as amended by later regulations.

It is obliged to cooperate with the MI in dealing with an extraordinary event requiring the fulfilment of tasks in the field of civil protection of the environment.

Contacts of railway undertaking for removal of accidents.			
Region Bratislava	Region Žilina	Region Zvolen	Region Košice
Name: xxxxx	Name: xxxxx	Name: xxxxx	Name: xxxxx
Tel: XXX XXX XXX XXX	Tel: XXX XXX XXX XXX	Tel: XXX XXX XXX XXX	Tel: XXX XXX XXX XXX
E-mail: xxxxx	E-mail: xxxxx	E-mail: xxxxx	E-mail: xxxxx
Mobile: xxxxx	Mobile: xxxxx	Mobile: xxxxx	Mobile: xxxxx

Telephone contacts to the Shift manager at Regional Directorates (OR) are as follows:

Manager on duty at Regional Directorate	Tel. no.	
	Railway line	Public line
Trnava	921-5058	+421 332 295 058
Žilina	930-4414	+421 412 294 414
Zvolen	945-4220	+421 452 294 220
Košice	910-5175	+421 552 295 175

Any accident or extraordinary event, technological accident, fire, terrorism, natural hazard (floods, earthquakes, landslides, windstorms, etc.) that has resulted or may result in leak of dangerous substances, is an extraordinary event related to transportation of dangerous substances.

The Act on Railroads, inter alia, imposes the IM and the RU to draw up emergency plan for accidents and exceptional events, which affects operation of infrastructure or railway traffic.

Pursuant to the Act of the National Council of Slovak Republic No. 42/1994 Coll. on Civil Protection of the Population as amended by later regulations and the Decree of the Ministry of Interior of Slovak Republic No. 533/2006 Coll. on details regarding the protection of public against the effects of hazardous substances, the assigned workplaces of the IM (so-called node railway stations) have prepared the "Population protection plan at ŽSR". Extracts of the abovementioned plan can be found at each railway station in the transport office - dispatcher on duty, in the file "Crisis management and security".

ŽSR Regulation O 23 - Transportation of selected radioactive substances on the railway infrastructure of ŽSR shall apply as regards the transportation of radioactive substances. The regulation is deposited by a train dispatcher on duty, and contains procedures and indicates the activities to be performed in case of an exceptional event during transportation of radioactive materials on the railway infrastructure of ŽSR.

In case of an exceptional event and depending on the type of transported hazardous substance, the anti-radiation, anti-chemical or anti-biological measures have to be carried out in order to reduce or eliminate the consequences of effects of the dangerous substances on health, life, property and environment. The abovementioned measures can be divided into:

a) General, consisting of:

- territory monitoring,
- warning the public and notification of persons responsible for solving the consequences of the exceptional event,
- evacuation of persons,
- regulation of the movement of persons and transport vehicles,
- first pre-medical aid,

- use of special means of individual protection,
- disposal of leaked dangerous substances and prevention of their uncontrolled spreading,
- hygienic cleaning of persons,

b) Supplementary, depending on the type of dangerous substance, e.g.:

- sheltering of persons,
- special cleaning of the terrain, materials and buildings,
- prophylactic of persons,
- disinfection, disinfestations, extermination.

System of rescue measures in case of exceptional events consists of rescue activities. The activities consist mainly of:

- a) execution of exploration and observation on the affected territory, the aim of which is the location of persons affected by the exceptional event, marking of contaminated and life dangerous sections,
- b) liberating of affected persons from the remains of destroyed and disrupted buildings, wrecks of vehicles, safety constructions, flooded areas, and burning buildings,
- c) localisation and dissolution of fires endangering affected persons, positioned powers and facilities,
- d) controlling the contamination and radiation of persons, controlling the contamination of territory, atmosphere and buildings,
- e) closure of the affected territory,
- f) protection of affected persons, positioned powers and facilities from severe atmospheric effects and from the after-effects of exceptional events,
- g) transfer of unhurt persons from the affected territory,
- h) disconnection of damaged supply networks and facilities endangering affected persons, positioned powers, facilities and property,
- i) observation of the affected territory and control measuring,
- j) consolidation or removing of damaged facilities, buildings and constructions that endanger the affected persons, positioned powers and facilities,
- k) release of defined roads and railway lines, formation of passages and through ways in order to carry out the rescue activities and transfer of affected persons,
- l) identification, transfer and burial of dead persons,
- m) psychological and spiritual help.

In case of an exceptional event not only the infrastructure manager providing the fire brigades, medical care and units of civil defence, participates in its removal but also the railway undertaking and the consignor, than the general rescue units, especially Fire and Rescue Corps, emergency service, units of the Police Corps and units of the Railway Police.

Obligations of the Infrastructure Manager:

- a) provide public address service for its employees, the population and municipalities being directly endangered,
- b) elaborate a plan on protection of own personnel and persons taken care of, and create units of civil defence,
- c) fulfil the civil protection tasks in terms of the Act of the National Council of Slovak Republic No. 42/1994 Coll. on Civil Protection of the Population as amended.

Obligations of Railway Undertaking on the railway infrastructure:

- a) provide for protection of its employees and persons who may be endangered,
- b) provide information to the regional authorities and municipalities, on whose territories they perform their activities, on possible danger, its extent, ways of protection and removal of consequences,
- c) cooperate with local authorities and municipalities in order to solve the protection of population possibly affected by its activities,
- d) provide special means of individual protection from particular dangerous substances for their own employees and persons taken care of, on their own costs,
- e) provide facilities to the state administration bodies in case of exceptional events,
- f) upon request of the regional authorities or municipalities, take part in elaborating and fulfilling of plans of providing the evacuation,
- g) in case of an accident of vehicles transporting dangerous substances take part in notification and disposal of the leakage of the dangerous substances.

Procedures

Procedure applied in case of transport of dangerous substance with the exception of radioactive materials.

In case of an exceptional event the procedure shall follow the processed "Staff Protection Plan", "Fire protection status at ŽSR" in case of fire.

An employee of the RU is obliged to report immediately the event to the nearest dispatcher or the stationmaster. The report shall contain:

- name, surname and the position of the employee providing the notification,
- chemical name, business name and the quantity of dangerous substance,
- time and place of the occurrence,
- type and number of the train,
- brief description of the occurrence,
- extent and presumed cause of the occurrence,
- consequences of the occurrence.

An employee of the IM – dispatcher or stationmaster shall provide for notification of the bodies and organisations responsible for removal of the consequences of the exceptional events. Besides the units present at the railway accident and fire (Police Force, Fire and Rescue Service, Medical emergency service, etc.) the occurrence shall be reported to:

a) Units of the IM:

- Chief officer or Deputy for Crisis Management and Security of the relevant node railway station,
- Department of Crisis Management and Security of the relevant ŽSR Regional Directorate,
- Department of Crisis Management and Security of the ŽSR Directorate General,
- Department of Safety and Inspection of the ŽSR Directorate General .

b) Units outside the IM:

- Department of Crisis Management of the relevant district authority,
- Public Health Authority of the Ministry of Transport and Construction of the Slovak Republic,
- Coordination centre of Integrated Rescue System of the relevant district authority,
- Relevant District Directorate of the Fire and Rescue Service.

The RU, at the request of IM, shall be obliged to take part in removal of the consequences of an exceptional event by providing of own personnel and machinery.

Procedure applied in case of transport of radioactive materials

In case of an exceptional event during a planned transport of radioactive materials, the IM shall inform the following units on the occurrence:

- Department of Crisis Management of Ministry of Interior of the Slovak Republic;
- The Office for Nuclear Supervision of the Slovak Republic;
- Ministry of Environment of the Slovak Republic;
- Ministry of Transport and Construction of the Slovak Republic.

In case of consignments with discovered higher level of radioactivity without prior notice to the employees of the infrastructure manager or the railway undertaking, the infrastructure manager shall be obliged to inform on this the Public Healthcare Authority of the Ministry of Transport and Construction of the Slovak Republic.

The railway undertaking shall be obliged to notify the dispatcher of nearest railway station on the occurrence of increased radioactivity values of the consignment and provide for an dealing with the dissolution of sources of radiance (e.g. HUMA-LAB APEKO Košice, JAVYS, a. s. Jaslovské Bohunice), which shall carry out the dissolution. The railway undertaking in cooperation with the Railway police shall take part in adequate health protection of persons (guarding, marking of the place with warning plastic bands, notification boards).

LIST OF SELECTED TELEPHONE NUMBERS

Numbers enabling transfer from public telephone lines to railway telephone lines

Infrastructure manager:

Bratislava	Žilina	Zvolen	Košice
2029	229	229	229

Fire Protection Unit of Security and Inspection Department of ŽSR

<i>Office</i>	Railway line ☎	Public line ☎	MOBIL
Bratislava	920/2386	02/20292386	0902 929 722

Public Healthcare Authority of Ministry of Transport and Construction of the Slovak Republic

Position	Railway line ☎	Public line ☎	MOBIL, E-mail
Director of the Public Healthcare Authority		02/59494727	0911 067 614 katarina.chudikova@mindop.sk
Head of Department, Health protection against radiation		02/59494707	0904 131 510 darina.palenikova@mindop.sk

Operational departments (permanent service of ŽP PZ) Regional Directorates PZ

REGION - Office	Tel.	Fax
Banská Bystrica	0961 602 155-6	
ŽP B. Bystrica	048/229 6358	048/4146 285
ŽP Zvolen	045/229 5158	045/532 1501
ŽP Lučenec	047/229 2158	047/433 0945
Bratislava	0961 021 550, 0961 021 540	
ŽP Bratislava	02/5751 6715	02/5249 1693
Košice	961 921 045	
ŽP Košice	055/729 6084	
Rožňava	058/7323 924	
ŽP Spišská Nová Ves	053/4428 779, 053/4297 341	
ŽP Trebišov	056/6725 254	
ŽP Čierna n/T	056/6283 470, 056/6419 501	
Nitra	0961 302 154	035/6423 217
ŽP Nové Zámky	035/6407 510	05/6423 217
ŽP Topoľčany	038/5221 871	038/5221 871
Prešov	051/3810 193, 0961 802 155-6	961 802 149
ŽP Prešov	051/772 5036, 0918 684 372	051/7725 036
ŽP Poprad	052/4468 542, 0918 684 381	
Trenčín	0961 202 154-6	
ŽP Trenčín	032/7432 210, 0918 847 926	032/7432 210
Trnava	033/5511 706, 0961 102 155	033/5502 902
ŽP Trnava	033/5960 558	033/5960 254
ŽP Kúty	034/6597 606, 034/6549 038	034/6549 037
Žilina	041/8898 402 155, 0961 402 155-6	0961 402 149, 0961 403 149
ŽP Žilina	041/5075 311	041/5075 347
ŽP Vrútky	043/4282 988	043/4301 493

Department of Crisis Management of the Ministry of Interior SR

	Telephone	Fax
Permanent operation supervision	02/43411190, 48593000	02/434110965

Coordination centres of Integrated Rescue System

Tel: 112

SIMPLIFIED TECHNICAL PROCEDURES OF ACTIONS **FOR FREIGHT TRAINS**

The RU shall ensure that each employee (including contractors and subcontractors) on the premises of the MI always reports to the dispatcher before commencing work on the premises and acquaints him with the work to be performed and agrees with him about the conditions for safe performance. The dispatcher shall provide the RU employee (including contractors and subcontractors) with the information necessary to maintain their safety and health protection from the point of view of rail traffic.

1. Terminating train and Transit train with processing – activities before and after train arrival

Before a train arrives to a railway station (hereinafter “RST”) in which the train terminates, or is to be processed, the RU shall inform relevant competent member of staff controlling the traffic on the railroad (dispatcher) about actions for train processing that will take place in the RST. After a train arrives to RST, member of staff of RU shall be obliged to contact dispatcher, with whom he shall agree on further actions for train processing. Work activity related to transport and train documents shall be provided by RU staff.

Train protection against unintentional movement shall be made by an employee of the RU in terms of the Operational rules. Then uncoupling of locomotive shall be performed. Locomotive removal shall be performed by RU staff in cooperation with the dispatcher. If necessary, on temporarily standing-off the locomotive in the railway station on a suitable site for stand-off shall be decided by the dispatcher under the operational situation and local conditions. Staff of RU shall be responsible for processing the locomotive. Engine driver of RU can temporarily keep the keys from the locomotive in the transport office, according to the methodology for the locomotive keys hand-over from engine driver to the transport office.

Inspection of rail vehicles and removal of terminal signals shall be performed by RU staff.

RU shall ensure that each of its employee including contractors and subcontractors on the premises of the infrastructure manager always before commencing the work activity in the operating area contact the dispatcher and let him know of the working activities to be carried out and agree on the conditions for its safe performance. Dispatcher provides the member or RU staff, including contractors and subcontractors, with the information necessary to maintain health and safe work conditions at workplace from the perspective of railway operations.

Preparation of the train for uncoupling shall be carried out by RU staff. Uncoupling train wagons, putting wagons onto handling tracks, sidings, etc. shall be performed by RU staff with a locomotive of RU in cooperation with the dispatcher. Upon completing of activities with the train, the RU shall be obliged to notify dispatcher.

2. Departing train and Transit train with processing – activities before train departure

Method of train formation and the extent of shunting operations carried out shall be agreed between the member of RU staff and the dispatcher. Train formation shall be carried out by RU staff with a locomotive of the RU in cooperation with the dispatcher.

Line-up of a locomotive shall be performed by RU staff according to instructions of dispatcher. Coupling of a locomotive and removal of equipment protecting vehicles against unintentional movement shall be made by member of RU staff.

Inspection of rail vehicles, brake tests and put on terminal signals shall be performed by RU staff.

The RU shall ensure that each of its employee including contractors and subcontractors on the premises of the infrastructure manager always before commencing the work activity in the operating area contact the dispatcher and let him know of the working activities to be carried out and agree on the conditions for its safe performance. Dispatcher provides the member or RU staff, including contractors and subcontractors, with the information necessary to maintain health and safe work conditions at workplace from the perspective of railway operations.

During the train inspections and brake tests by an authorized member of RU staff, the dispatcher shall ensure that the track where inspection is carried out, or brake tests, has not made any movement, until a member of RU staff announce the completion of inspection, or brake tests.

Wagons standing-off, and eventual decommissioning of wagons due to a technical failure, or transport error shall be performed by RU staff with a locomotive of RU in cooperation with the dispatcher.

Work activity related to transport and train documents shall be provided by RU staff.

RU shall be obliged to send electronically input sentence via PIS Operator, application "Train report for RU", or from its own Information system (IS), in case it has had concluded Agreement on Electronic Data Exchange (EVI) with ŽSR. Dispatcher is obliged to check the entry of the input sentence into IS ŽSR. Member of RU staff shall be obliged to submit the Report on the train composition in written form to the dispatcher in cases where rolling stocks with other important operational data are included in a train-set (e.g., PNM, limited speed, special transport conditions, etc.).

In the event of an incident where member of RU staff is unable to send train input sentence, dispatcher shall enter the input sentence for the purpose of IS. The incident is considered operational failures in terms of ŽSR Regulation Z 17, which result in a change in train composition and the failure of information systems in terms of ŽSR Regulation SR 1012. In these cases, member of RU staff shall submit train report and report on train composition report in written form to the dispatcher.

In the event of failure of PIS ŽSR system or communication malfunction of PIS - IS Operator, the member of RU staff shall be obliged to contact the Service Desk of ŽSR - Railway Telecommunications and following registration of PIS malfunction, a claim number shall be assigned. This number shall be announced to the control dispatcher of ŽSR in the request for special train report due to a malfunction of IS ŽSR. Following verification the control dispatcher shall order preparation of report of such train.

Engine driver shall be given information about incidents related to train ride by the dispatcher in written order.

Readiness of train for departure shall be announced by member of RU staff to the dispatcher.

3. Push operations

Shunting by a push locomotive at the transport point or on the open track will be ensured by employees of the RU in cooperation with the dispatcher. Posting of a push locomotive, brake test, marking the train with prescribed labels, changing the train composition in the IS will be carried out by employees of the RU. The dispatcher shall provide notification to push locomotive driver by written orders. The train driver (employee of the RU) shall inform the dispatcher about the preparedness of the train with a push for departure.

4. Working with local wagon

The RU staff shall agree with the dispatcher on the manner and conditions of the movement before the wagons are added to the handling point. Wagons shall be placed at the handling points subject to non-discriminatory access for different RUs. The RU shall provide for the possibility of shifting with the attached vehicles to carry out the necessary manipulations by another RU. Similar rules should be followed before moving vehicles out of handling points and getting on the train. All operations for safe shunting with the wagon of another RU (protection against unintentional movement, interruption of loading, unloading) are the responsibility of the shunting manager of the RU controlling the shunting. Before moving out of the handling station, the

employees of the RU shall notify the dispatcher about the loading of the wagons by an extra consignment. Any RU having a contractual relationship with its carriers (subcontractors) engaged in the loading or unloading of wagon consignments at ŽSR premises shall ensure (demonstrably notify) that:

- prior to commencement of work activity in the operating area, the carrier shall report to the competent authorized employee managing the transport on the railroad (dispatcher, traffic controller) and shall inform the carrier of the work to be performed and agree on the conditions for its safe performance;
- loading or unloading is only permitted on the side of the general loading or unloading track or loading ramp;
- do not load or unload long objects requiring a crane or lifting device, where there is a risk of moving away clearance gauge of general loading or unloading track (outside the gauge of the rail vehicle) and where long objects may interfere during its handling with the gauge clearance of adjacent tracks;
- on electrified lines (railway stations), except for the conditions mentioned in the previous paragraph, every employee who carries out work in an operating area with electrified lines (electrified line, railway station yard as well as any other operating post), as well as every employee, who, when performing work, enters to an operating area with electrified lines (electrified line) must have valid professional competence of at least instructed person. This employee must not approach (by body or object) parts of the contact line under voltage for a distance of less than 1.5 m;
- before loading or unloading operations are carried out, a check must be carried out to ensure that the railway vehicle is prevented from moving.
- It is necessary to stay out of potential danger area as regards the opening part of the means of transport (e.g. side and front parts of a lorry, etc.);
- doors, particularly of loaded vehicles (rolling stock and trucks) should be opened with caution, expecting their accidental ejection;
- the open doors of the means of transport must be secured against spontaneous closing by means of props made for this purpose;
- without occupational safety and health according to ŽSR Regulation Z 2 "Safety of employees at ŽSR" and "Competency tests - 17/2" resulting from ŽSR Regulation Z 3 "Professional competence at ŽSR", the carrier shall not move (nor shunting!) with a rolling stock, which also applies to manual shunting, shunting by road vehicles as well as shunting using simple mechanization means (pushers, winches, etc.). The RU shall ensure that the carrier's employees may only load, unload and remain in wagons only with the agreement of the RU employee. Carrier's employees are obliged to comply with the orders of the employees controlling shunting and transport on the track;
- each carrier is obliged to prepare and submit to the railway undertaking for approval "Identification of non-removable hazards and non-removable threats and design of protective measures", at each specific workplace and for each type of machinery used for loading or unloading wagons.

Operation of sidings, rail depot yards, wagon repair facilities shall be carried out in accordance with the provisions of the relevant operating rules and its annexes. The conditions for the operation of transport on the railway siding, locomotive depot, wagon repair facilities are determined and agreed with the RU by the operator of this railroad.

Necessary repairs, modifications to wagons and the loads loaded on them due to their removal from the train set for technical or transport errors shall be carried out at places reserved for this activity. In the event that such a place is not at the relevant transport point and carriage of the wagon with acceptance of restrictions to a suitable wagon repair facility is possible, the RU shall ensure its transport. If the adjustment and correction of defects on wagons at a given point of transport is necessary also in places constructively and technically not equipped for this activity, RU employees shall agree with ŽSR the conditions for performing these activities. RU employees

are responsible for taking and implementing measures (e.g. fire safety, ecological, employees' safety, etc.) related to repairs or corrections of defects on vehicles or loads.